

DOCUMENT RESUME

ED 264 881

IR 051 391

AUTHOR Lynden, Frederick C.
TITLE Unionization in ARL Libraries. SPEC Kit 118.
INSTITUTION Association of Research Libraries, Washington, D.C.
Office of Management Studies.
PUB DATE Oct 85
NOTE 234p.
AVAILABLE FROM Systems and Procedures Exchange Center, Office of
Management Studies, Association of Research
Libraries, 1527 New Hampshire Ave., NW, Washington,
DC 20036 (\$20.00).
PUB TYPE Collected Works - General (020) -- Reports -
Research/Technical (143) -- Tests/Evaluation
Instruments (160)
EDRS PRICE MF01 Plus Postage. PC Not Available from EDRS.
DESCRIPTORS *Academic Libraries; *Collective Bargaining;
Contracts; Grievance Procedures; Higher Education;
*Library Administration; Library Personnel; Library
Surveys; Negotiation Agreements; Personnel Policy;
*Research Libraries; *Unions
IDENTIFIERS *Association of Research Libraries

ABSTRACT

To gather data on the extent and nature of union activities in Association of Research Libraries (ARL) member institutions, the Systems and Procedures Exchange Center (SPEC) developed a two-page survey which was distributed in April 1985 to the entire membership. ARL libraries were asked about degree of past and current unionization, types of unions and numbers of affected staff, contract negotiation issues, issues covered in contracts, incidence of recent strikes, and changes in management practices in a union environment. Responses from 95 of 117 libraries (81%) indicate that unions have increased over the past 10 years as compared with earlier SPEC survey results. This kit presents the results of the survey, including tallies and listings of labor relations representatives, types and nature of unions, and names of unions at ARL institutions. Also included are three complete sample contracts for professional librarians from the University of Alberta, Boston University, and the University of California, and four complete sample contracts for support staff from the New York Public Library, the University of Pennsylvania, Princeton University, and the University of Washington. The ALA (American Library Association) Collective Bargaining Statement and a bibliography are included. (THC)

* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *

U.S. DEPARTMENT OF EDUCATION
OERI
EDUCATIONAL RESOURCES INFORMATION
CENTER (ERIC)

* This document has been reproduced as
received from the person or organization
originating it.

☐ Minor changes have been made to improve
reproduction quality.

• Points of view or opinions stated in this docu-
ment do not necessarily represent official
position or policy.

Unionization
in ARL Libraries

KU 918

"PERMISSION TO REPRODUCE THIS
MATERIAL IN MICROFICHE ONLY
HAS BEEN GRANTED BY

Maxine Sitts

TO THE EDUCATIONAL RESOURCES
INFORMATION CENTER (ERIC)."



#118, OCT. 1985



Systems and Procedures Exchange Center

UNIONIZATION IN ARL LIBRARIES

Unionization and collective bargaining continue to be of interest to library administrators, as the negotiations of one or another higher education institution receive attention and publicity. To gather data on the extent and nature of union activities in ARL members currently, the Systems and Procedures Exchange Center (SPEC) developed a two-page survey distributed in April 1985 to the entire membership. ARL libraries were asked about degree of past and current unionization, types of unions and numbers of affected staff, contract negotiation issues, issues covered in contracts, incidence of recent strikes, and changes in management practices in a union environment.

Based on responses from 81 percent (95 of 117), it appears that the number of libraries with unions has increased over the past ten years, when compared with earlier SPEC survey results. In addition, 22 percent of the responding libraries report some type of union activity at their institutions in the past three years, including certification, decertification, and organizing activities. More complete survey results are available in the opening pages of SPEC Kit 118.

CHANGES IN UNION ACTIVITIES/NUMBERS. In June 1974, a SPEC Kit on Collective Bargaining stated that 41 percent of responding ARL libraries had union representation for at least some of their employees. In an April 1980 Kit on Collective Bargaining, 20 of the 92 responding libraries indicated that their librarians belonged to a collective bargaining unit. In the new 1985 survey, 49.5 percent (47 of 95) of the responding ARL libraries report union representation for at least some of their employees: 26 with unions for professionals and 52 with unions for support staff or "other". Thirteen of the 47 libraries with unions added collective bargaining units since 1980. In the past three years, nine libraries report elections certifying unions, five report defeat of certification elections, and four report pending elections.

PARTICIPATION IN UNIONS. Since the 1980 survey, more than 500 librarians became members of a union through the addition of one statewide university system. Support staff union members added since 1980 from ten institutions total more than 1200. However, five institutions have only 20 or less people in their support staff unions. Support staff seem to be chiefly represented by the American Federation of State, County, and Municipal Employees (AFSCME), and next by the Service Employees International Union. The American Federation of Teachers (AFT) represents librarians at more than seven institutions, and the next most frequently-mentioned professional union is the Association of American University Professors (AAUP). In both the professional and support staff areas, there are many local unions, but the national unions tend to predominate.

GEOGRAPHICAL PATTERNS. Evidence from the survey shows that the strongest concentration of library unions is in the Middle Atlantic and Pacific Coast states. The fewest members of unions are in the Southern, Southwestern, and Rocky Mountain states, with Florida and New Mexico being exceptions. In New England, unions predominate, but in the South, only two libraries out of 20 have unions. These geographic patterns hold true to a survey done in 1982 by Carmack and Olsgaard of ACRL academic libraries. In that survey, unionization was strongest in the Northeast (combining New England and Middle Atlantic states) followed by the Midwest and West. The principal difference between the SPEC survey and that done by Carmack and Olsgaard is in the West, where in 1985 a statewide library system became unionized. In the SPEC survey, six of eight Canadian libraries responding are unionized.

*The Systems and Procedures Exchange Center (SPEC) is operated by the
Association of Research Libraries, Office of Management Studies,
1527 New Hampshire Avenue, N.W., Washington, D.C. 20036. Telephone (202) 232-8656.*

UNION NEGOTIATIONS. As might be predicted, both professional and support staff contracts chiefly involve salaries and benefits. Employee rights and working conditions also are commonly-cited negotiation issues. Others include: technological change, job security, VDT/CRT environmental conditions, and special benefits such as dental and vision plans. Among issues raised specifically for professional contracts are: professional development leaves, funds for professional development, and job classifications. Contracts with support staff have covered such issues as layoff, performance evaluations, filling of vacancies, contracting out, personnel records, temperature and humidity indexes for library buildings, and staff safety and security. In most cases, these concerns have been resolved through negotiation. When such processes break down, strikes often are the result.

Of the 47 respondents with unions, 17 report strikes in which the library has been involved, with at least two university-wide. Many of these strikes were early in the history of the union and almost all focused on salary and benefits, although a few were related to working conditions. Three respondents gave other reasons for strikes: union recognition, governance and status issues, and a sympathy strike. One Canadian library noted that job security and technological change/training issues contributed to strikes.

GRIEVANCE PROCEDURES. All but 14 of the 47 libraries with unions report grievances within the past two years. The greatest number were concerned with disciplinary actions. Among the wide variety of issues involved with grievances were: performance appraisal, leave, temporary assignment, transfer, sexual harassment, tenure, non-reappointment, merit hiring, applicant selection, shift differential for split shifts, locker policy, personnel file contents, new health plan, merit salary award, hours of work, reassignment of duties, flexible scheduling, and job posting. Some contracts specifically exclude grievances over such management prerogatives as performance appraisal.

MANAGEMENT PRACTICES. The most frequently reported change is the development of documented grievance procedures which are formalized and include the means for surfacing issues and acting on staff concerns. Second and third in the ranking are the clarification of requirements and procedures for disciplinary action, and an increase in supervisory and management training. Promotion criteria/procedures and job classifications also are areas where libraries report changing management practices. One library noted that funds for professional development were specified more precisely than previously, and the layoff policy modified slightly. Another reported new merit hiring procedures and procedures for rating employee performance. A third library reported its method of giving annual raises was modified. Most of these changes occurred cooperatively, with management and unions working together to develop needed changes.

TRENDS AND ISSUES. Over the past five years, it is clear that grievances, rather than strikes, have been the main method for resolving differences and producing change in a union environment. There are a number of commonly-shared goals that unions can help achieve -- clarifying and assuring employee rights, formalizing and documenting employment practices, providing safe and healthful working conditions, guaranteeing fair and equitable treatment of all employees, and administering fair and equitable salaries. Contract negotiation and grievance procedures provide management with the means for negotiating differences, rather than entering into prolonged confrontations. It is a safe assumption that institutions which have avoided unionization have, in fact, responded successfully to these issues as well.

The Kit on Unionization in ARL Libraries (#118, October 1985, 148 pages) contains SPEC survey results including tallies and listings of labor relations representatives, types and nature of unions, and names of unions at ARL institutions; three complete sample contracts with professional librarians and four complete sample contracts with support staff. Also included are the ALA Collective Bargaining Statement and a bibliography.

This Kit was prepared by Fred C. Lynden, Assistant University Librarian for Technical Services, Brown University Library, as part of the OMS Collaborative Research-Writing Program.

SPEC Kits (ISSN 0160 3582) are available by subscription through subscription services or direct from the publisher. Individual issues cost \$20.00, plus \$5.00 postage outside the U.S., through distributors or direct. (ARL member price \$10.00.) Prepayment is required. If ordering direct, send check payable to "ARL Office of Management Studies" to: SPEC, Office of Management Studies, 1527 New Hampshire Ave., N.W., Washington, D.C. 20036. Order by Kit Number and Title. Direct Order Forms listing back issues and Subscription Forms are available from the same address.

USES OF SPEC KITS

The Systems and Procedures Exchange Center (SPEC) is a clearinghouse operated by the Association of Research Libraries, Office of Management Studies that provides a central source of timely information and materials on the management and operations of large academic and research libraries. It facilitates the exchange of knowledge and documents through SPEC Kits, which are distributed ten times each year to ARL members and other interested libraries. The Kits include topically-arranged groupings of unedited primary source documents - selected for their value to administrators and decision-makers - that illustrate a wide range of alternative approaches to specific issues.

Kit documents come from general membership surveys and from selected libraries contacted directly by SPEC, and most Kits are produced within six months of surveys. The documents' value comes from their variety of ideas, methods, and solutions. They are not viewed as finished products, but rather as points of departure for a library's planning efforts and as stimulants to innovative approaches to problem-solving. As such, Kits do not present answers or prescriptions for any one library; instead they illustrate how selected ARL members are planning for or dealing with particular issues. The worth of any one Kit to a particular library will depend upon the specific topic covered and the library's stage of development in that area.

Materials are selected according to the following criteria:

- Presents an approach of potential value to administrators and decision-makers
- Timely, and dealing directly with the topic under consideration
- Probability of application of ideas or thinking to other library situations
- Illustrative of actual practice, rather than theoretical
- Understandable, readable communication

All together, the materials should provide a range of alternative approaches that complement each other, provide variety, and stimulate comparison and contrast.

Libraries can take advantage of the Kit compilations in a number of ways. Administrators can evaluate the assumptions, methods, and results of other libraries' approaches; compare and contrast them; and use the learnings in their own situations. Library staff members can use the kits as professional development and current awareness tools. Committees and task forces can use them to begin a review of current practices. And the Kits can identify other persons or places to contact for further information. Back-up files in the SPEC office also are available for loan to member libraries. In addition, SPEC will conduct on-demand surveys or analyses geared specifically for a single library.

EVALUATION

Kit Title/Number _____

1. Which uses did the library make of this Kit?

2. Please indicate how useful the Kit was for these purposes.

☐ Very Useful ☐ Quite Useful ☐ Somewhat Useful ☐ Not Useful

3. Do you have suggestions for this Kit or for future Kits?

(optional)

NAME _____

LIBRARY _____

PHONE _____

Please return this form to the SPEC Center, OMS/ARL, 1527 New Hampshire Ave., N.W., Washington, DC 20036.

UNIONIZATION IN ARL LIBRARIES
KIT AND FLYER #118 -- OCTOBER 1985
TABLE OF CONTENTS

ISSN 0160 3582

SPEC SURVEY FORM	2
LISTING OF UNIONS IN 47 ARL MEMBERS -Type of Union, Year Established, and Number of Staff	5
NAMES OF UNIONS	7
LABOR RELATIONS REPRESENTATIVES	8
ALA Collective Bargaining Statement of Policy	10
UNION CONTRACTS -- PROFESSIONAL	
University of Alberta	11
Boston University	33
University of California	59
UNION CONTRACTS -- SUPPORT STAFF	
New York Public Library	80
University of Pennsylvania	96
Princeton University	125
University of Washington	138
SELECTIVE BIBLIOGRAPHY ON UNIONS IN ACADEMIC LIBRARIES	147

Additional materials on unions are available from SPEC



April 19, 1985

TO: SPEC Liaisons

FROM: SPEC Center, Maxine K. Sitts
Collaborative Researcher/Writer, Frederick C. Lynden

RE: Unionization in ARL Libraries

At a recent ARL Membership Meeting which dealt with the future of research libraries, it became clear that there needs to be more data gathered on unionization in research libraries. We are surveying the entire ARL membership on this issue, and are particularly eager to receive responses from all libraries, to be used for several projects and files, as well as for an upcoming SPEC flyer and kit. The enclosed SPEC survey -- which should take no more than a half hour to fill out -- covers the following areas:

- * Degree of past and current unionization in research libraries
- * Types of unions and numbers/types of affected library staff
- * Contract negotiation issues
- * Issues covered in contracts
- * Incidence of recent strikes
- * Changes in management practices/operations

Please enclose supporting materials for the Kit along with your survey response, and return by May 30, 1985 directly to Fred C. Lynden, Brown University Library, Providence, R.I. 02912, (401) 863-2162.

OFFICE OF MANAGEMENT STUDIES

ASSOCIATION OF RESEARCH LIBRARIES

• (302) 232-8658

April 19, 1985

SPEC SURVEY ON UNIONIZATION IN ARL LIBRARIES

NAME _____

LIBRARY _____ PHONE _____

1. Does your institution have union(s) or union-like association(s) with library members?

47 YES (Specify below)48 NO (Proceed to Question 9)

	NAME (Include Natl. Affiliation)	# OF LIBRARY MEMBERS	EXTENT SOLELY LIBRARY	UNIV. WIDE	YEAR ESTABL.	LENGTH OF CONTRACT
Professional (including faculty)	AFT 7 AAUP 3; Other 16	4,390	9	24*	1968 -	2 yrs - 11 3 yrs - 8 Other - 3
Support Staff	AFSCME-18 SEIU - 4, Other-22	2,003	7	37	1967 -	2 yrs - 21 3 yrs - 12 Other - 7
Other (specify)	AFSCME-4 Hospital & Health Cov-2 Other -2	940	1	7	195? -	2 yrs - 4 3 yrs - 2 Other - 2

2. Enclose descriptive materials or comment below regarding circumstances not covered by the above question, e.g., several unions, different types of unions, etc.

*Univ. of California has a university wide union for librarians
so the 7 campuses reporting are counted twice.

3. Does the library have a union contract it can share? 39 YES 5 NO. If yes, please enclose.

4. Who on the library staff is responsible for labor relations?

3 No Answer

See chart in kit

Name(s) _____ Position(s) _____

5. Has your institution had a strike that included library staff? 17* YES 30 NO. *One institution had two strikes.

If YES, which issues have been involved? Check as many as applicable.

14 salary 8 benefits
2 employee rights 4 working conditions
5 other (specify)

Job SecurityTech. change trainingSympathy strikes

Governance status

Union recog.

Comment below, or enclose descriptive documents.

6. When was the last contract negotiation involving library staff? 1977 - Present

What issues were involved?

43 salary 37 benefits
33 employee rights 33 working conditions
15 other (specify)

Perf. Appraisals, Management Rights, Layoffs, UPT/CRT
Dental/Vision Plans, Job Security, Tech. Change, Retirement
Prof. Develop. Leaves, Governance, Merit Pay, Filling of Vacancies

Comment below, or enclose descriptive documents.

Other Prof. Development Funds, Personnel Records, Prof. Activities

Cont.: Job Classifications, Lib. Collection Funds, Lib. staff not incl. in Contract Negotiations, Contracting out, Range adjustment of salaries

7. About how many grievances has the library had in the past two years?

12 none 2 Not reported

33 Lib = 295 (enter approximate number of grievances)

Which of the following issues have been involved (specify number where possible).

14 job classification or duties 13 promotion
24 disciplinary action 14 working environment
22 other (specify)

Leave (7); Performance Appraisal (5); Job Posting (4)

Appointment (3); Assignment of Duties (2)

Sexual Harassment; Barg. Unit Work; Personnel File Contents

Merit Salary Award; New Health Plan; Contract Interpretations

8. Which management/supervisory practices have changed since unionization?

(check as many as applicable)

35 new grievance procedures 18 new promotion procedures
21 new promotion criteria 18 new job classifications
23 new supervisory/management 25 new requirements for disciplinary action
training 6 none

5 other (specify) Job posting and appt. procedures, method of giving annual raises,
new merit hiring procedures, new methods for rating employee performance, layoff
policy modified, prof. develop. funds defined

9. Has there been union organization activity among non-unionized staff of the library in the past three years?

21 YES 27 NO 2 Not Applicable

If YES, staff affected:

13 professional
15 support
-- other (specify)

Note to Max:

Does not include "No's"

NOTE: Some libraries have more than 1 union so
totals may not match

If YES, results of activity:

5 union certification election defeated
4 union certification election pending
9 other (specify) unions certified

6 libraries report activity

PLEASE FEEL FREE TO ADD COMMENTS ON THE BACK, AND ADD DOCUMENTS. PLEASE
 RETURN by May 30, 1985 WITH SUPPORTING MATERIALS DIRECTLY TO: Fred C. Lynden,
 Brown University Library, Providence, R.I. 02912 (401) 863-2162.

OFFICE OF MANAGEMENT STUDIES

ASSOCIATION OF RESEARCH LIBRARIES

1527 New Hampshire Avenue, N.W., Washington, D.C. 20036 • (202) 232-8656

UNIONIZATION IN ARL LIBRARIES Professional, Non-Professional, Year Established, No. of Staff

<u>University</u>	<u>Professional</u>	<u>(Date)</u>	<u>Non-Professional</u>	<u>(Date)</u>
1. Alberta	Yes (82)	1982	Yes (281.5)	1979
2. Boston Univ.	Yes (24)	1978	Yes (86)	1978
3. Brown Univ.	No		Yes (93)	1973
4. British Columbia, University of	Yes (100)	?	Yes (290)	1974
5. UC Berkeley	Yes (90)	1984	Yes (250)	1984
6. UC Davis	Yes (?)	1984	Yes (?)	1984
7. UCLA	Yes (?)	1984	Yes (?)	1971
8. UC Irvine	Yes (26)	1984	Yes (71)	1984
9. UC Riverside	Yes (21)	?	Yes (84)	?
10. UC San Diego	Yes (?)	1983	Yes (?)	1983
11. Univ. of Chicago	No		Yes (100)	1981
12. U. of Connecticut	Yes (110)	1976	Yes (44)	1976
13. Cornell U. Libs.	No		Yes (2)	1982
14. Univ. of Florida	Yes (?)	1980	Yes (?)	?
15. Florida State	Yes (?)	1978	Yes (?)	?
16. Univ. of Guelph	Yes (?)	?	Yes (?)	
17. Univ. of Hawaii	Yes (59)	1974	Yes (90)	1972
18. Univ. of Illinois	No		Yes (81)	1983
19. Univ. of Iowa	No		Yes (77)	1985
20. Iowa State	No		Yes (116)	1985
21. Kent State	Yes (15)	1978	No	
22. Library of Congress	Yes (1,200)	1976	Yes (1,800)	1976
23. U of Manitoba	Yes (53)	1974	Yes (166.84)	1973

<u>University</u>	<u>Professional</u>	<u>Date</u>	<u>Non-Professional</u>	<u>Date</u>
24. U of Mass/Amherst	Yes (40)	1980	Yes (112)	?
25. Michigan State	No		Yes (163)	1974 (other dates)
26. U of New Mexico	No		Yes (72)	1982
27. N.Y.P.L.	Yes	1968	Yes	1968
28. N.Y. State Lib.	Yes	1979	Yes	1910
29. New York Univ.	No		Yes	1979
30. Ohio State Univ.	No		Yes	1974
31. Univ. of Oregon	No		Yes (75)	1975
32. Univ. of Penn.	No		Yes (151)	1969
33. Princeton	No		Yes (208)	1976
34. Queens Univ.	No		Yes (165)	1971
35. Univ. of Rochester	No		Yes (8)	1975
36. Rutgers	Yes (100)	1970	Yes (150)	1971
37. Southern Illinois	No		Yes (7)	1978/79
38. Stanford	No		Yes (20)	1974
39. SUNY Albany	Yes (63)	1971	Yes (71)	1967
40. SUNY Stonybrook	Yes (29)	?	Yes (73)	?
41. Syracuse	No		Yes (131)	1973
42. Temple	Yes (35)	1972	Yes (113)	1975
43. Univ. of Wash.	No		Yes (34)	1977
44. Wash. State	No		Yes (3)	?
45. Univ. of Wisc.	No		Yes (?)	1977
46. Yale University	No		Yes (220)	1983
47. York	Yes (34)	1976	Yes (135)	1976
<u>TOTALS:</u>	<u>25</u>		<u>46</u>	

NAMES OF UNIONS

Professional

Association of Academic Staff

SEIU
(Service Employees International Union)

Faculty Association

AFT

University of Connecticut Professional
Employees Association

United Faculty of Florida

University of Guelph Faculty Association

University of Hawaii Professional
Assembly

United Faculty Professional Association

University of Manitoba Faculty
Association

National Education Association

Michigan State University
Administration

Professional Employees Association

Rutgers State University Council of
AAUP

United University Professionals

AAUP

York University Faculty
Association

Support Staff

Non-Academic Staff Association

United Automobile, Aerospace &
Agricultural Implement
Workers of America

SEIU
(Service Employees
International Union)

Association of University and
College Employees

AFSCME
(American Federation of State,
County and Municipal)
Employees

Hospital Employees Labor
Program, Brotherhood of
Teamsters

University of Guelph Staff
Association

Association of Employees
Supporting Educational
Services

National Education Association

Communication Workers of
America

Civil Service Employees
Association

Ohio Civil Service Employees
Association

Oregon Public Employees Union

Canadian Union of Public
Employees

National Union of Hospital and
Health Care Employees

Civil Service Employees
Association

Federation of University
Employees, Hotel and
Restaurant Employees

York Staff Association

**Labor Relations Representatives
in ARL Libraries**

Institution:

Representative:

University of Alberta	John Teskey, Personnel Officer Peter Freeman, Director of Libraries
Boston University	Dean Huggins, Asst. to Univ. Librarian John Laucus, University Librarian
University of British Columbia	Erik de Bruijn, Asst. Univ. Librarian
Brown University	Patricia J. Dodd, Personnel/Labor Rel. Mgr.
U.C. Berkeley Library	William E. Wenz, Library Pers. Officer Joseph A. Rosenthal, University Librarian
U.C. Davis Library	Jane E. Marshall, Asst. Univ. Librarian
U.C. Los Angeles Library	Keith Bailes, Personnel Manager Rita A. Scherrei, Director Admin. Systems and Personnel Services
U.C. Irvine Library	Michael MacInnes, Asst. Univ. Librarian
U.C. Riverside Library	Darrell Ruml, Budget & Personnel Officer John W. Tanno, Associate Univ. Librarian
U.C. San Diego Library	Jacqueline Coolman, Personnel Librarian
University of Chicago Library	Andrew Waters, Acting Personnel Officer
University of Connecticut	Susan Lee, Assoc. Dir. for Admin. Services
Cornell University Libraries	Carolyn A. Pyhtila, Personnel Director
University of Florida	Lynn Badger, Library Personnel Officer
Florida State University	C.E. Miller, Director
University of Guelph	Jean M. Hill, Personnel Librarian
University of Hawaii, Hamilton	Nina Horio, Asst. Library Specialist
University of Illinois	Richard Surles, Director, Law Library
University of Iowa Libraries	No one at this time.
Iowa State University	Judy Madsen, Business/Personnel Serv. Mgr.
Kent State University	University Personnel Office
Library of Congress	Labor Relations Office
University of Manitoba	University Employee Relations Dept.
University of Mass./Amherst	Richard F. MacDonald, Bus. & Pers. Manager
Michigan State University Library	R.Charles Rettke, Library Business Manager

University of New Mexico	Alice Clark, Assoc. Dean Public Services
	Robert Migneault, Assoc. Dean Tech Serv.
	Paul Vassallo, Dean of Library Services
New York Public Library	Priscilla J. Southon, Labor Relations Off.
New York State Library	State Education Dept.
New York University	Connie Colter, Personnel Officer
Ohio State University	Sharon A. Sullivan, Personnel Librarian
University of Oregon	Thomas A. Stave, Personnel Librarian
	George W. Shipman, Univ. Librarian
University of Pennsylvania	Valerie A. Pena, Asst. Director of Lib.
Princeton University Libraries	Maria L. Gopel, Personnel Librarian
Queen's University	M.Elizabeth Skeith, Asst. Libr. Personnel
University of Rochester	Ms. Tommie Taylor, Stack and Exit Control Supervisor
Rutgers University Libraries	Barbara Sander-Harris, Personnel Librarian
	Alfreida Phillips, Personnel Assistant
	Shirley W. Bolles, Assoc. Univ. Librarian
Southern Illinois University	University wide contract.
Stanford University Libraries	Linelle Russ, Asst. Libr. Personnel Officer
	Carolyn J. Henderson, Libr. Pers. Officer
SUNY Albany Univ. Library	Deborah G. Duchala, Personnel Officer
SUNY, Stony Brook	John B. Smith, Director
Syracuse University	Eileen Emerson, Personnel Librarian
	Susan Wisner, Personnel Assistant II
Temple University	George H. Libbey, Personnel Officer
University of Washington	Charles E. Chamberlin, Head Pers. and Administrative Services
Washington State University	Donna L. McCool, Asst. Dir. Admin. Serv.
University of Wisconsin, Madison	Sandra Pfahler, Asst. Director for Budget and Personnel
Yale University	Maureen Sullivan, Head, Library Personnel
York University Libraries	Leonard Draper, Admin. Officer
	Ellen Hoffman, Director

Frederick C. Lynden
July 1985

AMERICAN LIBRARY ASSOCIATION

COLLECTIVE BARGAINING

Statement of Policy*
Adopted by ALA Council
January 21, 1980

The American Library Association recognizes the principle of collective bargaining as one of the methods of conducting labor-management relations used by private and public institutions. The Association affirms the right of eligible library employees to organize and bargain collectively with their employers, or to refrain from organizing and bargaining collectively, without fear of reprisal.

STATEMENT OF GUIDELINES RELATED TO THE ABOVE POLICY

The membership of ALA consists of persons, libraries, and other organizations interested in libraries and librarianship, thus including employees, employers, and individuals and institutions which are neither library employees nor employers.

The ALA recognizes its national, occupational, and professional responsibilities to educate and provide pertinent information to concerned groups regarding library unionization and collective bargaining. No one pattern or organization for library collective bargaining can be recommended for all libraries. As a national educational organization, the ALA will:

1. inform librarians, other library employees, library administrators, trustees, boards of education, and appropriate officials about collective bargaining trends, methods, and techniques.
2. assist librarians, other library employees, library administrators, trustees, boards of education, union organizations, and appropriate officials in gathering data information to enable them to develop better employment patterns and contracts.
3. encourage and conduct educational programs to train librarians, other library employees, library administrators, trustees, boards of education, and appropriate officials in collective bargaining, and in working effectively within contractual employment patterns.
4. encourage type-of-library divisions to develop guidelines and recommendations for the pattern(s) of organization for collective bargaining for their type of institution.

*This policy rescinds ALA Policy No. 54.11

UNIVERSITY OF ALBERTA Professional Contract

Table of Contents

Recitals		1
Article 1	Definitions and Abbreviations	2
Article 2	Application	3
Article 3	Delegation and Substitution	3
Article 4	Amending Procedures	4
Article 5	Appointments	5
Article 6	Probation and Tenure	6
Article 7	Salaries and Benefits	12
Article 8	Salary and Benefit Negotiations	14
Article 9	Salary Increments and Promotions	16
Article 10	Reserved	22
Article 11	Appeals	22
Article 12	Discipline - Dismissal	26
Article 13	Grievance	30
Article 14	Interpretation	30
Article 15	Copyright	31
Article 16	Patents	31
Article 17	Resignation	31
Article 18	Retirement	32
Article 19	Death in Service	32
Article 20	Sickness	32
Article 21	Reserved	34
Article 22	Leaves in General	34
Article 23	Assisted Leave	34
Article 24	Political Leave	35
Article 25	Professional Development Leave	35
Article 26	Other Leave	36
Article 27	Indebtedness to the University	36
Article 28	Determination and Performance of University Responsibilities	37
Article 29	Supplementary Professional Activities	37
Article 30	Research	38
Article 31	Association of the Academic Staff of The University of Alberta	39
Article 32	Travel Allowance to Complete Degree	39
Article 33	General Liability Insurance	39
Article 34	Arbitration	39
Appendix A	Contract of Appointment	41
Appendix B	Salary and Increment Schedule: July 1, 1982 to June 30, 1983	42
Appendix C	Copyright Regulations	43

Preamble

The University of Alberta is committed to the pursuit of truth and the advancement of learning as well as to the dissemination of knowledge. The University expects each staff member to engage in these endeavours. The parties to this Agreement subscribe to the principles of academic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrines. The right to such freedom carries with it the duty to exercise that freedom responsibly.

Recitals

1. WHEREAS Part I of The Faculty Handbook of The University of Alberta (1968) formed part expressly or by implication of the contracts of appointment to the University of all persons to whom the definition "professional librarian" applies, such terms and conditions being modified *mutatis mutandis* in accordance with the general conditions in the Library;
2. AND WHEREAS Part I of the said Faculty Handbook could be amended from time to time following negotiation and amendments would affect existing appointments;
3. AND WHEREAS The Governors of The University of Alberta exercising authority given to it pursuant to Section 19 of The Universities Act as was then in force and The Association of the Academic Staff of The University of Alberta of the second part acting on behalf of each full-time professional librarian entered into an Agreement in 1978;
4. AND WHEREAS that Agreement constituted an amendment of the said Faculty Handbook insofar as the same related to professional librarians only who were staff members as defined in the 1976 Agreement;
5. AND WHEREAS The Governors of The University of Alberta exercising authority given to it pursuant to Section 215(1) of The Universities Act, 1980 R.S.A. Chapter U-5 and amendments thereto and The Association of the Academic Staff of The University of Alberta acting on behalf of each librarian, hereby agree that this Agreement as hereinafter set forth constitutes the Agreement provided for in Section 215(1) of The Universities Act for those full-time librarians of the Academic Staff who are designated as such by The Governors of The University of Alberta;

NOW WITNESSETH THAT in consideration of the premises and the matters hereinafter contained, the parties hereto agree as follows:

Article 1 Definitions and Abbreviations

- 1.01 "Board" means The Governors of The University of Alberta.
- 1.02 "Association" means The Association of the Academic Staff of The University of Alberta.
- 1.03 "Staff member" refers to a person who has been appointed to a full-time professional librarian position on the academic staff of The University of Alberta in which the appointee has been or may be granted tenure.
- 1.04 "The Chief Librarian" means the chief administrative officer of the University Libraries.
- 1.05 "Agreement" means this agreement.
- 1.06 "Tenure" means an appointment to the staff without term which may be terminated only by resignation, retirement, death, or in accordance with the terms of this agreement.
- 1.07 "Faculty member" refers to a person who has been appointed to a full-time teaching and research position on the academic staff of The University of Alberta in which the appointee has or may be granted tenure.
- 1.08 "Library Council" includes all full-time academic staff employed in the University Library, inclusive of librarians and A-P Officers, and is chaired by the Chief Librarian.
- 1.09 In the event that a person has been appointed as an Acting President, Vice-President, Chief Librarian or other officer referred to in this agreement, that person shall have the same authorities and responsibilities during the period of appointment as those held by the designated officer under the terms of the agreement.
- 1.10 The following abbreviations are used throughout the agreement and appendices:
- a. LTC : Library Tenure Committee
 - b. LSPC : Library Salaries and Promotions Committee
 - c. GFC : General Faculties Council
 - d. GAC : General Appeals Committee
 - e. ARC : Agreement Review Committee

Article 2 Application

- 2.01 This agreement applies to all staff members without distinction or discrimination by reasons of sex, marital status, family relationship, age, race, colour, religious belief, political belief, ancestry or place of origin.
- 2.02 This agreement took effect July 1, 1976, and was amended July 1, 1978, July 1, 1981 and January 1, 1983.
- 2.03 This agreement remains in effect and is binding upon the Board and each staff member in accordance with its terms, subject only to amendment as herein provided.
- 2.04 Staff members who are appointed to librarian positions not subject to the administration of the Library system shall be governed by this Agreement, except that the application of the Agreement shall be governed by special conditions agreed to in writing by the Vice-President (Academic) and by the staff member.

Article 3 Delegation and Substitution

- 3.01.1 The Chief Librarian may delegate any task required of him or her herein and prescribe conditions governing the exercise of such task including the power of sub-delegation.
- 3.01.2 Any task required to be performed by the appropriate Vice-President, may be performed by the President, any Assistant Vice-President or any Associate Vice-President who is designated by the Vice-President to perform such task.
- 3.01.3 Any task required herein to be performed by the President may be performed by the Vice-President or any other senior administrative officer of the University designated by the President to perform such task.
- 3.01.4 Any task required herein to be performed by the President of the Association may be performed by the Vice-President of the Association.
- 3.01.5 Any task required herein to be performed by a Library Council, other than tasks imposed by Article 9, may with the prior approval of the Vice-President (Academic) be performed by such persons or by such committees designated by the Library Council to perform such task.
- 3.02 Where in this agreement some function or power of the Board is delegated to a committee or to a particular person, the performance of the function or the exercise of the power by such committee or person shall, except in the case hereinafter mentioned, bind the Board. The Board reserves the right at all times during the continuance of this agreement to withdraw the delegated function or power in general or on a particular occasion.

unless the staff member affected has acted on such delegated function or power, to the staff member's detriment; whereupon the performance or exercise of the named delegate shall constitute a recommendation to the Board and not a decision of the Board.

Article 5 Appointments

5.01 The appointment of a staff member is made by the Chief Librarian under delegated authority from the Board, and the decision of the Chief Librarian to make such appointment shall constitute the decision of the Board in that case.

5.02 The appointment of a staff member is evidenced by the letter of appointment, an example of which is shown in Appendix "A".

5.03.1 The appointment of a staff member which contains special conditions which are at variance with the terms of this agreement may be made by the Chief Librarian provided:

- a. the variations are in writing and are included in or appended to the letter of appointment; and
- b. the variations have been approved in writing by the Vice-President (Academic) after consultation with the President of the Association and prior to the offer being made.

5.03.2 Special conditions with respect to the employment of a staff member which are at variance with the terms of this agreement and which are made subsequent to the original appointment of a staff member may be made provided:

- a. the variations are approved in writing by the staff member; and
- b. the variations have been approved in writing by the Vice-President (Academic) after consultation with the President of the Association.

5.04 An original probationary appointment or an original appointment with tenure may be made at any time.

5.05.1 A staff member on appointment may be eligible for a removal allowance toward expenses necessarily and reasonably incurred in moving to Edmonton which will be based on removal from the place of domicile. The allowance, to the maximum specified, will be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal allowances shall be established from time to time by the Board after consultation with the Association.

5.05.2 A staff member who voluntarily leaves the service of the University before rendering two years' service will be required to refund a portion of the removal allowance, each month's regular service (exclusive of leave periods) will be considered as discharging one twenty-fourth of the obligation. In cases where probationary periods are less than two years the obligation will be discharged in a proportionately shorter period. If the person is appointed with tenure, one year's service will discharge the obligation to the University; if such a person leaves the University prior to having served one year, the obligation will be reduced proportionally with each month served.

Article 4 Amending Procedures

4.01 There shall be an Agreement Review Committee (ARC) which shall consider amendments to the agreement and to the appendices thereto except for those parts of the agreement which are amended in accordance with the provisions of Article 8.

4.02 The ARC shall consist of three members appointed by the Board and three members appointed by the Association. The Board and the Association may vary their members from time to time and for particular matters under consideration. Each party shall advise the other, in writing, of the names of its appointed members and changes thereto.

4.02.1 Both the Board members and the Association members of the ARC may utilize the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of the ARC.

4.03 The ARC shall meet as frequently as necessary to consider any amendments proposed by either the Board members or the Association members or by other bodies or persons.

4.04 The Board and the Association shall each have one vote on the ARC.

4.05.1 Amendments to the agreement (excluding appendices) which are agreed to by the ARC shall be referred to each of the Board and the Association for ratification. Upon ratification by both parties or upon a date specified in the ratification, such amendments shall amend this agreement and such amendments shall affect all staff members.

4.05.2 In the event that either the Board or the Association fails to ratify an amendment either party may request that the ARC be reconvened to attempt to resolve the matter.

4.05.3 Where the ARC does not approve a proposed amendment or where no ratification of an amendment proposed by the ARC occurs, the status quo shall prevail.

4.06 The ARC is authorized to approve amendments to Appendices (except Appendix B) without ratification by the Board and the Association and such amendments shall take effect on the date specified by the ARC.

4.07 Notwithstanding the foregoing, where The Universities Act requires the approval of GFC for various aspects of the terms and conditions of employment of staff members, such amendments shall also be submitted to General Faculties Council (GFC) for approval.

5.06 The Library shall have an advisory Selection Committee to advise the Chief Librarian on appointments to the staff. The composition of the Committee shall be:

- a. Chief Librarian, as Chairman;
- b. Library Division Head, if any;
- c. One staff member from the division involved, selected by the Chairman, when he feels it is appropriate;
- d. One staff member of the Library, selected according to procedures approved by the Library Council;
- e. Other professional librarians or members of the teaching departments, as deemed necessary by the Committee.

5.07 Certain positions in the Library require special skills and duties. Such positions may be classified at any level from Librarian 3 to Librarian 7. Establishment of such positions shall require the authorization of the Vice-President (Research). Appointment to new positions or to vacancies in existing positions shall be in accordance with clause 5.06. The rank at which a position shall be classified or reclassified shall be determined by the Chief Librarian. Nothing in this clause shall influence the consideration of requests for promotion to Librarian 3 in accordance with the procedure of clause 5.06.

Article 6 Probation and Tenure

6.01.1 Appointment to the staff will, in the normal case, be a probationary appointment.

6.01.2 Variations from the normal case may be made at the discretion of the Chief Librarian.

6.02.1 A probationary appointment shall be for a period of from fifteen to thirty-six months. A precise term for a probationary appointment will be specified in the written offer of appointment by the Chief Librarian following consideration of the recommendations, if any, of the appropriate selection committee pursuant to clause 5.06.

6.02.2 Where a staff member has been granted leave, or leaves, during a probationary appointment, the following rules shall apply with respect to the termination date of that appointment:

- a. if the cumulative leave period is six months, or less, there will be no change in the termination date of the probationary appointment;
- b. if the cumulative leave period is greater than six months but not greater than eighteen months, the termination date of the probationary appointment shall be extended by one year and the extension period shall not be included in computing the probationary period for the purposes hereof;

a. if the cumulative leave period is greater than eighteen months but not greater than thirty months, the termination date of the probationary appointment shall be extended by two years and the extension period shall not be included in computing the probationary period for the purposes hereof.

6.03.1 At least three months prior to the termination date of the probationary appointment, the Chief Librarian shall convene the Library Tenure Committee (LTC).

6.03.2 The Chief Librarian shall recommend either:

- a. that the candidate be offered an appointment with tenure, or
- b. that no further appointment be offered, or
- c. in special cases, that a second probationary appointment be offered.

6.04.1 The LTC shall decide whether tenure be granted, denied, or whether a second probationary appointment of twelve months be offered.

6.04.2 A decision that an appointment with tenure not be offered may be appealed in accordance with the procedures of Article 11. A decision to offer a second probationary appointment may not be appealed.

6.04.3 Subject to the right of appeal as set forth elsewhere in this Agreement, the decision of the LTC shall constitute the decision of the Board.

6.05.1 At least two months prior to the termination date of the second probationary appointment, the Chief Librarian shall recommend either that the candidate be offered an appointment with tenure, or that no further appointment be offered.

6.05.2 Except that no further probationary appointment may be awarded, the LTC shall make its decision as provided in clauses 6.03 and 6.04.

6.06.1 Where, in accordance with the provisions of clause 6.03.2 or clause 6.05.2, the staff member is not offered a further appointment and subject to the right of appeal as hereinafter set forth, the staff member, at the expiration of his or her then existing probationary appointment, shall receive a severance salary equal to one month's salary for each full year of service as a staff member.

6.07.1 Annually, during a probationary appointment, the Chief Librarian shall review with the staff member his or her performance as a staff member.

6.07.2 Prior to the submission of a recommendation to the LTC, the Chief Librarian will discuss the recommendation with the staff member in question, provided that this provision shall not apply to a staff member who declines or is unable to meet with the Chief Librarian for such purpose.

609.1 Tenure is in no sense the right of a staff member who has served his or her time of probation. The performance of the candidate shall indicate that he or she is and will in the future be capable of contributing effectively as a member of the Library. The review of a staff member's performance for appointment with tenure shall include consideration of the following categories:

- a. professional performance, including the discharge of subject, activity, materials, or management responsibilities;
- b. knowledge of the discipline and specialization;
- c. contribution to division, the Library and the University;
- d. professional conduct;
- e. professional or scholarly-related research and publication;
- f. contribution to professional and academic bodies and public service.

609.2 The Library Council shall establish standards according to which the performance of staff members will be evaluated. The standards in the various categories may be amended from time to time. The statement of standards and amendments thereto shall be submitted to the Vice-President (Research) to review. If the Vice-President (Research) agrees that the standards and amendments thereto conform with the requirements of this Agreement, they shall be filed with the Association, the Office of the Vice-President (Research) and the Office of the Chief Librarian, and shall be available to staff members.

609.3 Amendments to such standards made subsequent to a probationary appointment of a staff member but prior to appointment with tenure shall not apply to proceedings under this Article. The terms of this agreement in force at the time of the staff member's current appointment shall apply, unless he or she agrees in advance of the hearing of the LTC to the new terms.

609.1 The Library shall have an LTC, the composition of which shall be:

- a. a tenured staff member elected by the Library Council who shall serve as chairman for a three year term;
- b. the Chief Librarian;
- c. four tenured staff members, to be selected according to procedures approved by Library Council at least one of whom shall be from the division of the candidate;
- d. one person selected by rotation from the panel of faculty members elected by GFC;
- e. one or two members selected by the other members of the LTC when, in the opinion of the LTC, their presence would be useful.

609.2 The Library Council may recommend to the ARC that the composition of the LTC be varied. With the approval of the ARC, such variations shall replace clause 609.1 subject to such conditions as the ARC may require.

609.3 The LTC, at a meeting prior to the hearing referred to in clause 610, shall determine whether to add the additional members provided for in clauses 609.1(e).

610.1 The Chief Librarian shall provide statements and material to the LTC and as hereinbefore set forth make a written recommendation to the LTC which shall include the reasons for such a recommendation. The foregoing shall be submitted to the LTC at least twenty-one days prior to the hearing of the LTC. At the same time, the Chief Librarian shall provide the staff member with a copy of everything submitted to the LTC except that which is confidential.

610.2.1 Subject to the contrary decision of Library Council, confidential professional evaluations of the work of a staff member may be received by the LTC. Such evaluations shall not be provided to the staff member; rather, where the staff member has the right to appear before the LTC, the LTC Chairman shall prepare a summary of the confidential material so received and provide the staff member and the Chief Librarian with a copy thereof at least fourteen days prior to the hearing of the LTC. The summary statement so prepared shall be in sufficient detail to enable the staff member to know the case he or she has to meet.

610.2.2 Under no circumstances shall confidential material rendered under this Article be used against the author thereof in collateral proceedings.

610.3.1 A staff member may appear before the LTC to present a case where the recommendation of the Chief Librarian is that no further appointment be offered to the staff member. (See also clause 610.4.)

610.3.2 Where the Chief Librarian has recommended to the LTC that no further appointment be offered to the staff member, the LTC Chairman shall, upon receipt of such recommendation, advise the staff member, in writing, of his or her right to appear before the LTC and/or to submit documentation to the LTC as well as of the time and place of the LTC meeting at which the case will be heard.

610.3.3 The staff member referred to in clause 610.3.1 shall advise the LTC Chairman in writing, at least ten days before the hearing as to whether or not he or she intends to appear at the hearing. At the same time, the staff member shall submit:

- A statement in reply to the recommendation of the Chief Librarian.
- Any written material in support of the staff member's case.
- A list of those persons, if any, whom the staff member wishes to appear before the LTC in support of his or her case.

At the same time, the staff member shall provide the Chief Librarian with a copy of this material.

6.10.3.4 The Chief Librarian, at least seven days prior to the LTC hearing, shall submit to the LTC Chairman:

- A statement in reply to the staff member's submission under clause 6.10.3.3.
- Any written material in support of the Chief Librarian's case.
- A list of those persons, if any, whom the Chief Librarian wishes to appear before the LTC in support of the recommender.

At the same time, the Chief Librarian shall provide the staff member with a copy of this material except that which is confidential.

6.10.3.5 The LTC Chairman may, after examination of the material submitted, be of the opinion that some of that material is too bulky or is of such marginal relevance to the case that a summary or list of the material will suffice. In such an event, the LTC Chairman shall prepare such a summary or list and provide copies to the staff member, the Chief Librarian and LTC. The original material is to be held available in the LTC Chairman's office for examination by the staff member, the Chief Librarian and LTC. The LTC Chairman shall bring the original material to the LTC hearing.

6.10.4.1 Where the Chief Librarian recommends to the LTC that the staff member be offered a further appointment but where the LTC after initial consideration is not prepared to approve such a recommendation, the LTC Chairman shall immediately so inform the staff member and offer to meet with him or her to discuss the matter. Such a meeting shall be held within five days of the LTC Chairman informing the staff member. The staff member may, with or without meeting with the LTC Chairman, require that the LTC reconsider the case and shall so inform the LTC Chairman within seven days of receipt of the information from the LTC Chairman that the LTC was not prepared to approve the recommendation of the Chief Librarian. If the staff member requires that the case be reconsidered by the LTC, the LTC shall reconvene at least twenty-one days from receipt of the staff member's decision. The procedures of clause 6.10.3 shall be followed *mutatis mutandis*.

6.10.4.2 Where the staff member referred to in clause 6.10.4.1 decides not to require the LTC to reconsider the case, the decision of the LTC shall be that no further appointment is to be offered to the staff member.

6.11.1 The following procedures shall govern the conduct of the hearing of an LTC.

6.11.2 The LTC is not bound by rules of evidence or procedures applicable to courts of law.

6.11.3 Procedural rulings are made by the LTC Chairman but are subject to reversal by majority vote of the LTC.

6.11.4 Where a staff member chooses to appear before the LTC to present a case, the staff member is entitled to be present during the presentation of the case by the Chief Librarian. Both the staff member and the Chief Librarian have the right to present oral and written material and argument and to call and question witnesses. They are entitled to be present during the time when witnesses are presenting material or are being questioned. All materials submitted and questioning of witnesses must be relevant to the case. The LTC Chairman shall determine the order and presentation of material and of questioning witnesses.

6.11.5 Where a staff member chooses to appear before the LTC, the presentation of such a case shall be effected personally. Notwithstanding the foregoing, the LTC Chairman shall have the discretionary authority in exceptional cases to allow a staff member to be assisted by an adviser.

6.11.6 The LTC has the right on its own behalf to request additional material and to call witnesses.

6.11.7 Material related to the case submitted by persons not called as witnesses may be received by the LTC. Where such material is written by persons on the campus and such material is disputed by either party, the LTC shall rule that such material shall not be received unless the writer appears personally and submits to cross-questioning.

6.11.8 Notwithstanding anything in Article 6 otherwise provided, where the recommendation of the Chief Librarian is that the staff member not be offered a further appointment, the Chief Librarian shall not be a voting member of the LTC.

6.11.9 A quorum of an LTC shall be the complete membership. Except in the case set out in clause 6.11.8, all members except the LTC Chairman shall vote and the decision shall be based on a simple majority. The LTC Chairman shall vote only in the case of a tie.

6.11.10 Where a staff member appears before the LTC to present a case, that portion of the hearing which the staff member attends may be tape recorded provided such taping is authorized by the LTC. Such a recording may be used by the LTC in reaching a decision in the case. The staff member and the Chief Librarian may listen to the recording in the office of the LTC Chairman but may not make copies thereof.

6.11.11 The LTC is not required to issue reasons for its decision.

6.11.12 Upon LTC reaching a decision in a case, the LTC Chairman shall, as soon as reasonably possible thereafter, convey that decision, in writing, to the staff member.

6.11.13 The LTC Chairman shall advise the staff member, in writing, of the decision of the LTC at least forty-five days prior to the termination of the staff member's probationary appointment.

Article 7 Salaries and Benefits

- 7.01 Salary schedules, values of increments and benefit programs shall be negotiated by the Board and the Association in accordance with the procedures set out in Article 8.
- 7.02.1 Salaries and increments are in accordance with an established schedule. The schedule should provide for seven ranks.
- 7.02.2 Salaries shall be paid monthly, in arrears.
- 7.02.3 For the current year, the salary and increment schedule shall be as set out in Appendix B.
- 7.03 Statutory benefits available to staff members are: (a) Canada Pension Plan; (b) Unemployment Insurance; and (c) Workers' Compensation. The staff member and the Board shall both contribute to (a) and (b), as required, whereas the Board shall pay the entire cost of (c).
- 7.04 The Board and the Association have, through negotiations, provided various benefit programs for staff members. A Benefits Guide shall be published from time to time by the Board and the Association to provide detailed information about these programs. In the case of insured benefit programs, details of such are subject to the contracts between the Board and the carrier; however, the Association shall be consulted on such contracts and changes thereto and on changes of carriers.
- 7.05 The benefit programs provided under this Article for the current year are:
- 7.05.1 a. Annual vacation of twenty-two working days with the time of the vacation to be arranged with the Chief Librarian; in the event of a dispute concerning vacation time, the staff member has recourse to the Vice-President (Research). Salary in lieu of vacation shall not be paid to continuing staff members.
- b. Staff members with more than seventeen years service are entitled to twenty-five working days of vacation.
- c. Staff members who were employed on July 1, 1981, and who then had seventeen years of service or more are entitled to an additional twenty-two days vacation in the twenty-fifth, thirtieth and thirty-fifth year of service in lieu of the entitlement in (b).
- 7.05.2 Mandatory participation of the staff member in the Universities Academic Pension Plan, with the Board contributing seven percent of salary and the staff member contributing six percent of salary through payroll deduction.
- 7.05.3 Mandatory participation of the staff member in the University group of the Alberta Health Care Insurance Program, with the Board paying the premium cost.

- 7.05.4 Mandatory participation of the staff member in a Disability Benefits Program, with the Board paying the cost.
- 7.05.5 Mandatory participation of the staff member in a Supplementary Health Care benefits program, with the Board paying the premium cost.
- 7.05.6 Mandatory participation of the staff member in a Group Life Insurance program, with the Board paying the premium cost on the basic coverage.
- 7.05.7 Mandatory participation of the staff member in a Dental Care benefits program, with the Board paying the premium cost.
- 7.05.8 The Board shall reimburse the staff member for allowable professional expenses which are not otherwise reimbursed by the University and which relate to the staff member's responsibilities at the University. The maximum reimbursement for a year shall be equal to one percent of the minimum annual salary for professor as set out in the Faculty Agreement; if a staff member's service is less than one year, then he or she will be eligible for a pro-rated reimbursement maximum.
- 7.05.9 The Board shall provide assistance for the purchase or erection of first-Edmonton area homes by guaranteeing the repayment of loans to staff members by third parties. The regulations governing this provision shall be determined from time to time by the Board after consultation with the Association.
- 7.05.10 The Board shall remit the tuition fees of a staff member who, with the approval of the Chief Librarian, enrolls in courses at the University. Such remissions shall be limited to the equivalent value of four single term credit courses in Arts per year; if a staff member's service is less than one year, he or she will be eligible for a pro-rated remission maximum. Normally, a staff member shall not be enrolled in more than one course at a given time. Regulations governing this program shall be determined from time to time by the Board after consultation with the Association.
- 7.05.11 The Board shall provide a Childbirth Leave Replacement Fund to assist in the temporary replacement of staff members who have been granted leave for childbirth. The Board contribution for this purpose for the current year is \$25,000.00.
- 7.06.1 A staff member on professional development leave, sick leave, leave for childbirth, or leave with full pay is eligible to continue full participation in the benefit programs under clauses 7.03 and 7.05 while on such leave.
- 7.06.2 A staff member on assisted leave is eligible to participate in all benefit programs under clauses 7.03 and 7.05 except 7.05.8 and 7.05.10 while on such leave.
- 7.06.3 A staff member on disability leave is eligible to participate in all benefit programs under clauses 7.05 except 7.05.1 and 7.05.8; statutory benefits under clause 7.03 are not available to such staff members.

- 7.06.4 A staff member on leave without pay is normally not eligible to participate in the benefit programs under clauses 7.03 and 7.05 while on such leave.
- 7.06.5 A staff member on leave without pay from a portion of duties and therefore receiving partial salary is normally eligible to participate in the benefit programs under clauses 7.03 and 7.05, usually on a prorated basis regarding participation or cost; with respect to cost, the staff member may be required to pay a portion of the premium cost.
- 7.06.6 The regulations under this clause 7.06 are subject to any particular arrangements included in either the contract between the Board and a carrier in the case of insured benefit programs or the Benefit Guide.

Article 8 Salary and Benefit Negotiations

- 8.01 Negotiations for (a) the number of increments in the increment pool under clause 9.03.1, (b) changes in benefit programs under clause 7.05, and (c) changes to the salary and increment schedule in Appendix B, shall be carried out in accordance with the provisions of this Article 8.
- 8.02 Not later than November 1, in each year, the Board and the Association shall select a negotiating team of not more than three accredited negotiators and indicate their names to the other party. The negotiating teams are hereafter referred to as "the negotiators."
- 8.03 Not later than November 15, the negotiators shall meet to begin negotiations under clause 8.01.
- 8.04 At the first meeting of the negotiators, a panel of mediation officers and a panel of selection officers shall be established. Should it prove impossible for the negotiators to secure agreement on the composition of the panels in sufficient time for the negotiations concerning the next salary year, either the Board negotiators or the Association negotiators may apply to the Chairman of the Labour Relations Board, Department of Labour, Province of Alberta, who shall establish such a panel. Each of the Board and the Association shall pay one-half of the fees and expenses of any panel member called upon to act as hereinafter provided.
- 8.05 Not later than November 15 each of the Board and the Association shall prepare and deliver to the other a list setting out items upon which it wishes to conduct negotiations (hereinafter called "items for negotiation") stating its position on each item.
- 8.06 The negotiators shall meet as necessary in order to negotiate in good faith towards settlement of the items for negotiation.
- 8.07 During the course of negotiations either side may alter the list referred to in clause 8.05 in attempts to reach a settlement.

- 8.08 During the course of negotiations the negotiators may ask a mediation officer to join the negotiating sessions with a view to assisting the negotiators to reach a settlement.
- 8.09 The negotiations shall continue until December 15 unless the negotiators have reached a settlement on the items for negotiation prior thereto.
- 8.10 Benefit programs which appear in clause 7.05 and which have not been included in the items for negotiation shall remain in effect in the year beginning the following July 1 as now provided in clause 7.05.
- 8.11.1 Where a settlement has been reached, the negotiators shall refer it to the Board and to the Association for ratification. Upon ratification, representatives of the Board and the Association shall sign the settlement on behalf of their principals and the agreement shall thereby be amended with effect from the next following July 1.
- 8.11.2 In the event that either the Board or the Association fails to ratify the settlement the negotiators shall be reconvened to attempt to reach a revised settlement; such renegotiations shall not exceed four weeks from the date on which ratification failed.
- 8.12 In the event that the negotiators do not reach a settlement on the items for negotiation by December 15 or if the negotiators fail to reach a revised settlement after reconvening under clause 8.11.2, the following procedure shall apply:
- i. on the last day of negotiations the negotiators shall determine, by lot, a selection officer from the panel;
 - ii. within three weeks of the date a selection officer has been determined, each of the Board negotiators and the Association negotiators shall deliver to the other and to the selection officer a written statement of their final position with respect to each unresolved item in negotiations. The statement shall also list any of the items for negotiation which the negotiators had resolved prior to the decision to cease negotiations and these items shall form part of the final position of each party;
 - iii. if required by their principals, each party to the negotiations shall, prior to the submission of the final position statement to the selection officer, obtain the approval of the principals with respect to the contents of the statement;
 - iv. within three weeks of the submission of the final position statements to the selection officer, he or she shall hold one or more hearings with the negotiators giving each of the sides opportunity to make presentations as it desires;
 - v. within four weeks of the submission of the final position statements to the selection officer, he or she shall select one of the two final positions submitted pursuant to point ii. hereof and forthwith communicate that decision in writing to each of the two parties;

- vi. the decision of the selection officer in point v. above shall constitute the decision of the Board and of the Association and the agreement shall be amended accordingly.
- vii. the selection officer is not required to state reasons for his or her decision.
- 813 All times, periods and dates hereinbefore referred to in this Article 8 may be altered by the negotiators.
- Article 9 Salary Increments and Promotions**
- 900 The performance of a staff member shall be reviewed annually by the Library Salaries and Promotions Committee (LSPC) in accordance with this Article.
- 901.1 The review of a staff member's performance shall be based on a consideration of the following categories:
- a. professional performance, including the discharge of subject, activity, materials, or management responsibilities;
 - b. knowledge of the discipline and specialization;
 - c. contribution to division, the Library, and the University;
 - d. professional conduct;
 - e. professional or scholarly-related research and publication where applicable;
 - f. contribution to professional and academic bodies and public service.
- 9012 The Library Council shall establish standards according to which the performance of staff members will be evaluated for the awarding of increments and for promotion from Librarian 1 to 2 and from Librarian 2 to 3. The standards for promotion to Librarian 3 shall be more rigorous than those for promotion to Librarian 2. These standards shall enable the LSPC to evaluate professional performance across its full range. Increments and promotion are awarded for merit in performance and not on the basis of time in service. The statement of standards and amendments thereto shall be submitted to the Vice-President (Research) for review. If the Vice-President (Research) agrees that the standards and amendments thereto conform with the requirements of this agreement, they shall be filed with the Association, the Office of the Vice-President (Research) and shall be available to staff members. Such statements may be amended from time to time.
- 902.1 The composition of the LSPC shall be: The Chief Librarian as chairman, three tenured staff members who hold the rank of Librarian 3, or higher, elected by the Library Council and three tenured staff members who hold the rank of Librarian 2, or lower, elected by the Library Council. The Library Council shall determine the term of office of the elected members.
- 902.2 Subject to the right of appeal as hereinafter set forth, the decision of the LSPC shall constitute the decision of the Board in that staff member's case.
- 902.3 An LSPC shall consider the performance of each staff member in the Library, except that of the Chief Librarian.
- 902.4 Increments for the Chief Librarian shall be awarded by the Board on the recommendation of the President.
- 903.1 The Board shall annually provide a pool to be divided into units called increments, the same to be awarded the staff members by the LSPC. The number of increments in the pool and the value of such increments shall be subject to annual negotiations between the Board and the Association in accordance with the provisions of Article 8 of this Agreement.
- 903.2 The calculation of the total number of increments available to the LSPC shall not include staff members at the ceiling of ranks 3 to 7.
- 904.1 Each year, the immediate supervisor of each staff member shall make a recommendation to the LSPC as to whether or not a staff member should receive an increment based on his or her performance in the preceding year. The recommendation shall be one of the following and the LSPC may award one of the following:
- a. A single increment which is the basic unit described in clause 903.1.
 - b. A multiple increment which may be one and one-half, two or three times a single increment.
 - c. A one-half increment which is one-half of a single increment.
 - d. A partial increment which is an increment which is less than a single increment but not a one-half increment and which will bring the salary of a staff member to the salary ceiling of the staff member's present rank.
 - e. A special increment which is an increment which is more than a single increment but not a one and one-half, double or triple increment and which will bring the salary to the salary minimum of the next higher rank. Promotion must accompany the award of a special increment.
 - f. No increment.
- 904.2 A staff member whose appointment to the staff of the University takes effect in the period July 1 - October 1 is eligible to receive a full merit increment at one of the values referred to in clause 905.1 on the next following July 1. A staff member whose appointment to the staff of the University takes effect in the period October 2 - June 1 is eligible to receive a pro-rated merit increment on the next following July 1, the proportion of a full increment depending on the number of months he or she will have served by July 1. A staff member whose appointment to the

staff of the University takes effect in the period June 2 - June 30 will not normally be eligible to receive a merit increment on the next following July 1.

905.1 A staff member is eligible for promotion from Librarian 1 to Librarian 2 when his or her salary is five increments, or more, above the salary minimum of Librarian 1; a staff member is eligible for promotion from Librarian 2 to Librarian 3 when his or her salary is three increments, or more, above the salary minimum of Librarian 2.

905.2 A staff member who is eligible for promotion from Librarian 1 to Librarian 2 shall be considered for such promotion by the LSPC upon the recommendation of the immediate supervisor. The procedure for such consideration is as set out in clause 907.

905.3.1 Each staff member who is eligible for promotion from Librarian 2 to Librarian 3 shall be so informed in writing by the Chief Librarian at least sixty days prior to the meeting of the LSPC. The immediate supervisor shall also be informed.

905.3.2 The LSPC shall consider the promotion of a staff member from Librarian 2 to Librarian 3 upon application by the staff member. Such an application shall be submitted, along with supporting material, to the LSPC at least thirty days prior to the meeting of the LSPC; a copy shall be provided to the immediate supervisor at the same time.

905.3.3 The immediate supervisor shall advise the LSPC, in writing, whether or not he or she supports the application for promotion under clause 905.3.2 with such a statement to be submitted at least twenty-one days prior to the meeting of the LSPC; the staff member shall be provided with a copy of the statement at the same time.

905.4 A staff member who is promoted shall be awarded not less than a single increment upon promotion.

906 Vacant

907.1 The immediate supervisor shall review the performance of each staff member during the course of each year. The performance shall be related to the responsibilities assigned according to Article 28 and to the standards established pursuant to clause 901. Each review shall include a meeting between the staff member and the immediate supervisor and such other consultation as the immediate supervisor deems necessary, provided that the provisions for a meeting shall not apply to the staff member who is not available to meet with the immediate supervisor for such purposes. The procedures to be used in the review of performance are as included in this clause.

907.2 The immediate supervisor shall submit a specific recommendation to the LSPC for each staff member. Such recommendation shall be made in accordance with the career decisions of clauses 904 and 905. The recommendation of the immediate supervisor is to be submitted, in writing, at least twenty-one days prior to the meeting of the LSPC at which time the recommendation will be considered. A copy of the recommendation shall be sent to the staff member at the same time.

907.3.1 A staff member may appear before the LSPC to present a case concerning the review of performance:

a. where the immediate supervisor recommends that less than a single increment be awarded; or

b. where the staff member applies for promotion under clause 905.3 and the application is not supported by the immediate supervisor.

(See also clause 907.4.1.)

907.3.2 Where one of the recommendations set out in clause 907.3.1 has been made by the immediate supervisor, the LSPC Chairman shall, immediately upon receipt of such recommendation, advise the staff member, in writing, of his or her right to appear before the LSPC and/or to submit documentation to LSPC as well as of the time and place of the LSPC meeting at which the case will be heard.

907.3.3 The staff member referred to in clause 907.3.2 shall advise the LSPC Chairman, in writing, at least ten days before the hearing as to whether or not he or she intends to appear at the hearing. At the same time, the staff member shall submit:

- A statement in reply to the recommendation of the immediate supervisor.

- Any written material in support of the staff member's case.

- A list of those persons, if any, whom the staff member wishes to appear before the LSPC in support of his or her case.

At the same time, the staff member shall provide the immediate supervisor with a copy of this material.

907.3.4 The immediate supervisor, at least seven days prior to the LSPC hearing, shall submit to the LSPC Chairman:

- A statement in reply to the staff member's submission of clause 907.3.3.

- Any written material in support of the immediate supervisor's case.

- A list of those persons, if any, whom the immediate supervisor wishes to appear before the LSPC in support of the recommender.

At the same time, the immediate supervisor shall provide the staff member with a copy of this material except that which is confidential.

907.3.5 The LSPC Chairman may, after examination of the material submitted, be of the opinion that some of that material is too bulky or is of such marginal relevance to the case that a summary or list of the material will suffice. In such an event, the LSPC Chairman shall prepare such a summary or list and provide copies to the staff member, the immediate supervisor and LSPC.

The original material is to be held available in the LSPC Chairman's office for examination by the staff member, the immediate supervisor and LSPC. The LSPC Chairman shall bring the original material to the LSPC hearing.

9.07.4.1 Where the LSPC makes a decision less favourable to the staff member than that recommended by the immediate supervisor and where such decision includes one, or more, of the following, the staff member is entitled to appear before the LSPC to present a case concerning the review of performance:

- a. where the LSPC decides not to approve the immediate supervisor's recommendation for an increment and awards less than a single increment; or
- b. where the LSPC decides not to approve a promotion where the immediate supervisor has recommended promotion under clause 9.05.2 or supported promotion under clause 9.05.3.

9.07.4.2 Where the LSPC makes a decision set out in clause 9.07.4.1, the staff member shall be advised, and the staff member may require that the case be reconsidered by the LSPC. If the staff member requires that the case be reconsidered, the Chairman of the LSPC shall meet with the staff member to discuss the initial decision. Such a meeting shall be held at least twenty-one days prior to the reconsideration of the case by the LSPC.

9.07.5.1 Where a staff member chooses to appear before the LSPC to present a case, the staff member is entitled to be present during the presentation of the case by the immediate supervisor.

9.07.5.2 Should the staff member choose to appear before the LSPC to present a case, the staff member may also submit a written statement to the LSPC and may submit other documents.

9.07.5.3 In the event that the staff member has the right to appear before the LSPC to present a case, the staff member may, in lieu of such appearance, submit a written statement as well as other documents to the LSPC.

9.07.6 Where the LSPC makes a decision which is different from that recommended by an immediate supervisor, the supervisor shall be advised and he or she may require that the case be reconsidered by the LSPC. If the immediate supervisor requires that the case be reconsidered, the Chairman of the LSPC shall meet with the immediate supervisor to discuss the initial decision and such a meeting shall be held at least fourteen days prior to the reconsideration of the case by the LSPC. The immediate supervisor shall attend that meeting of the LSPC to present a case.

9.07.7 Subject to a contrary decision by the Library Council, evidence and material considered by an LSPC may be received in confidence and whether so received or not, need not be provided to the staff member. In all cases where a staff member has the right to appear before the LSPC the staff member shall receive a summary of such confidential material prior to the hearing. Under no circumstances shall confidential material rendered in proceedings under this Article be used against the author thereof in collateral proceedings.

9.07.8 In its consideration of the performance of a staff member, the LSPC shall normally review the staff member's performance in the year between the meetings of the LSPC. Where promotion is involved, the LSPC shall normally review the performance of a staff member over a longer period.

9.07.9 Notwithstanding anything in Article 9 otherwise provided, where the recommendation of the immediate supervisor is one of the recommendations referred to in clause 9.07.3, the immediate supervisor shall not be a voting member of the LSPC. In such a case, the immediate supervisor shall satisfy the LSPC as to desirability of the recommendation.

9.08.1 In cases where a staff member has the right to appear, i.e. a contested case, the following procedures shall govern the conduct of the hearing of an LSPC.

9.08.2 The LSPC is not bound by rules of evidence or procedures applicable to courts of law.

9.08.3 Procedural rulings are made by the LSPC Chairman but are subject to reversal by majority vote of the LSPC.

9.08.4 Where a staff member chooses to appear before the LSPC to present a case, the staff member is entitled to be present during the presentation of the case by the immediate supervisor. Both the staff member and the immediate supervisor have the right to present oral and written material and argument and to call and question witnesses. They are entitled to be present during the time when witnesses are presenting material or are being questioned. All materials submitted and questioning of witnesses must be relevant to the case. The LSPC Chairman shall determine the order and presentation of material and of questioning witnesses.

9.08.5 Where a staff member chooses to appear before the LSPC, the presentation of such a case shall be effected personally provided that where a staff member is on formal leave at the time of the hearing, the staff member may be represented before the LSPC by some other staff member appointed in writing for that purpose by the staff member in question. The LSPC Chairman shall have the discretionary authority, in exceptional cases, to allow a staff member to be assisted by an adviser (but not by legal counsel).

9.08.6 The LSPC has the right, on its own initiative, to request additional material and to call witnesses.

9.08.7 Material relevant to the case and submitted by persons not called as witnesses may be received by the LSPC. Where such material is written by persons on campus and where such material is disputed by either the staff member or the immediate supervisor, the LSPC shall not receive such material unless the writer appears personally and submits to cross-questioning.

9.08.8 A quorum of an LSPC is not less than eighty percent of the members of LSPC. All decisions of an LSPC are by majority vote of the members present and eligible to vote.

908.9 Where a staff member appears before the LSPC to present a case, that portion of the hearing which the staff member attends may be tape recorded provided such taping is authorized by the LSPC. Such a recording may be used by the LSPC in reaching a decision in the case. The staff member and the immediate supervisor may listen to the recording in the office of the LSPC Chairman but may not make copies thereof.

908.10 The LSPC is not required to issue reasons for its decision.

908.11 Upon LSPC reaching a decision in a case, the LSPC Chairman shall, as soon as reasonably possible thereafter, convey that decision, in writing, to the staff member. Decisions which are appealable under Article 11 shall be conveyed first.

909.1 All decisions of an LSPC are effective July 1.

909.2 Meetings of LSPC's to consider increments and/or promotion recommendations shall be held annually prior to May 15.

909.3 Each staff member will be advised in writing of the decision of that staff member's case by the LSPC by May 31. Such advice may or may not indicate the staff member's total salary in the next salary year, depending on whether the salary benefit negotiations have been concluded for the next salary year as provided for in Article 8.

909.4 The dates and time limits as established by this Article may be altered by mutual consent of the staff member, the immediate supervisor and the LSPC.

Article 10 Reserved

Article 11 Appeals

11.01.1 A staff member may appeal the following decisions:

- a. the decision of an LTC not to offer a further appointment upon the termination of a probationary appointment;
- b. the decision of an LSPC not to award an increment or to award an increment which is less than a single increment in value where the staff member could be awarded a single increment within his or her present rank;
- c. the decision of an LSPC not to award promotion when such decision is coupled with a decision to award no increment or less than a single increment in value.

11.01.2 Under this Article, the following definitions and abbreviations shall be used:

- a. the committee whose decision is being appealed, i.e. the LTC, or the LSPC, shall be referred to as the LC.

b. the chairman of the committee whose decision is being appealed shall be referred to as the respondent.

c. the staff member who has appealed the decision shall be referred to as the appellant.

d. the committee which shall hear the appeal is the General Appeals Committee (GAC).

11.02.1 Appeals shall be heard by the GAC, the membership of which shall be:

- a. the Vice-President (Academic) as Chairman;
- b. two tenured faculty members selected from the panel established by clause 11.02.2;
- c. one staff member selected by the Chairman from a panel of staff members pre-elected by the Library Council, such selection to be by rotation or as able to serve by availability on the dates of the hearings; and
- d. two tenured staff members selected jointly by the President and the President of the Association for the particular case at hand.

11.02.2 The panel referred to in clause 11.02.1(b) shall consist of twelve tenured faculty members who shall be appointed jointly by the President and the President of the Association. Membership on the panel shall be for three years, staggered. (The first such panel under this clause shall consist of four members with a one year term, four members with a two year term and four members with a three year term.) Determination of the two members to serve on a particular appeal shall be by rotation or as able to serve by availability on dates of hearings, as determined by the Vice-President (Academic). The Vice-President (Academic) shall inform the President and the President of the Association of the names of the members serving on particular appeals.

11.02.3 No members of the committee being appealed from shall be eligible to serve on a GAC.

11.03.1 After consideration of an appeal, the GAC may:

- a. dismiss the appeal;
- b. in the case of an appeal of a decision by an LTC not to offer an appointment with tenure upon the termination of a probationary appointment, award such an appointment;
- c. in the case of an appeal of a decision by an LSPC to award less than a single merit increment, award an increment which is greater than that awarded by the LSPC but which shall be one of a half increment, a partial increment or a single increment;

d. in the case of an appeal of a decision by an LSPC not to promote the appellant, promote the appellant. If the LSPC had awarded the appellant less than a single increment at the same time, the decision of the GAC shall include the award of a single merit increment.

- a list of those persons whom the respondent wishes to appear before the GAC on his or her behalf.
- the name of any advisor who will accompany the respondent at the GAC hearing.

At the same time the respondent shall submit to the Chairman of GAC all other materials which he or she feels are relevant. No material may be submitted after the aforementioned deadline without the written permission of the Chairman of GAC.

11.03.2.1 The GAC may dismiss an appeal based on procedural error or defect if it is satisfied that no substantial wrong or miscarriage of justice has occurred.

11.03.2.2 If the GAC decides that there has been a substantial procedural error or defect then it shall hear the case on the basis of substance. In this event, the GAC shall judge the case in keeping with the standards established for the Library under clause 6.08.2 or clause 9.01.2, as the case may be.

11.03.3 The decision of the GAC is final and constitutes the decision of the Board in the case.

11.04.1 Notice of appeal from a decision of the LC shall be submitted by the staff member, in writing, to the Chairman of the GAC within two weeks of notification of that decision; at the same time, a copy shall be sent to the respondent.

11.04.2 The appellant shall submit to the Chairman of the GAC a detailed statement covering the appeal within five weeks of notification of the decision of the LC. This statement shall include:

- the specific grounds on which the appeal is based.
- the decision which the appellant requests the GAC to make, such decision to be consistent with those set out in clause 11.03.1.
- a list of those persons whom the appellant wishes to appear before the GAC on his or her behalf.
- the name of any advisor who will accompany the appellant at the GAC hearing.

At the same time, the appellant shall submit to the Chairman of GAC all other materials which he or she feels are relevant. No material may be submitted after the aforementioned deadline without the written permission of the Chairman of GAC.

11.04.3 The Chairman of the GAC shall, as soon as reasonably possible following receipt of the statement and material of the appellant under clause 11.04.2, send a copy thereof to the respondent.

11.04.4 The respondent shall submit material to the Chairman of GAC in response to the appeal by the appellant within two weeks of receipt of the statement and material under clause 11.04.2. The respondent's submission shall include:

- a copy of all material which had been presented to the LC by both the recommender and the appellant.
- a statement in reply to the statement and materials submitted by the appellant under clause 11.04.2.

11.04.5

The Chairman of the GAC shall, as soon as reasonably possible following receipt of the statement and material of the respondent under clause 11.04.4, send a copy thereof to the appellant except such material as either the LC or the GAC has received in confidence, in which case the appellant is to be sent a summary, or summaries, of those statements and material. In the event that confidential material has been received by GAC under clause 11.04.4, the Chairman of GAC shall prepare the summary thereof. Such summary shall be in sufficient detail to enable the appellant to know the case he or she has to meet.

11.04.6

The Chairman of GAC may, after examination of the material submitted, be of the opinion that some of that material is too bulky or is of such marginal relevance to the case that a summary or list of the material will suffice. In such an event, the Chairman of GAC shall prepare such a list or summary and provide copies to the appellant, the respondent and GAC. The original material is to be held available in the Chairman's office for examination by the appellant, the respondent and GAC. The Chairman of GAC shall bring the original material to the GAC hearing.

11.04.7

The Chairman of GAC shall determine the time and place for a hearing of the appeal, such hearing to be held no earlier than four weeks following submission of material by the appellant under clause 11.04.2.

11.04.8

The hearing of the GAC will be held as soon as is reasonably possible, and in any case within sixty days of the date the appeal is filed.

11.04.9

The dates and time limits as established by this Article may be altered by mutual agreement of the appellant, the respondent and the Chairman of GAC.

11.05

The following procedures shall govern the conduct of the hearings of the GAC.

11.05.1

The GAC is not bound by rules of evidence or procedures applicable to courts of law.

11.05.2

Procedural rulings are made by the Chairman of the GAC but are subject to reversal by majority vote of the GAC.

11.05.3

The GAC hearing shall consist of two parts:

- a. that part during which information and arguments are presented, with the appellant and respondent entitled to be present; and

b. that part, or parts, in which GAC considers procedures, deliberates on the information and arguments presented and makes decisions as provided under clause 11.03.1, during which time, or times, the appellant and the respondent are not entitled to be present.

11.05.4 An appeal is heard in camera.

11.05.5 A quorum of GAC is all members.

11.05.6 All members of GAC shall vote, except for the Chairman.

11.05.7 That part of the GAC hearing at which the appellant and respondent are entitled to be present may be tape recorded upon the decision of the GAC. Such a recording may be used by GAC itself in reaching a decision in the case. The appellant and the respondent may listen to the recording in the office of the Chairman but may not make copies thereof.

11.05.8 Upon GAC reaching a decision in a case, the Chairman shall, as soon as reasonably possible thereafter, convey that decision, in writing, to the appellant, to the respondent and to appropriate University administrators.

11.06 This Article 11 shall subsist for the period July 1, 1982 - June 30, 1985 and then shall be replaced with the Article 11, and Appendix F which had subsisted to June 30, 1982 unless the Board and the Association, prior to June 30, 1985, determine that this Article 11 shall continue beyond June 30, 1985. (Copies of the previous Article 11 and Appendix F are available in the offices of the Vice-President (Academic) and the Association.)

Article 12 Discipline - Dismissal

12.01 In any case where a member of The University of Alberta community believes that good and sufficient cause exists for the discipline of a staff member, that person shall so recommend to the Vice-President (Academic), in writing, including a statement of the grounds of the complaint.

12.02.1 The Vice-President (Academic) first considers whether or not there is a prima facie case against the staff member. If not, he so advises the complainant and the matter is dismissed. If he considers that there is a prima facie case against the staff member, he then provides a copy of the complaint statement submitted under clause 12.01 to the staff member. The Vice-President (Academic) then investigates the complaint.

12.02.2 During the course of the investigation, the Vice-President (Academic) shall provide the staff member, in writing, with an opportunity (a) to meet with him in order to discuss the complaint and (b) to submit material for consideration. At such a meeting, both the staff member and the Vice-President (Academic) may be accompanied by an adviser; each party shall so inform the other, in advance of the meeting, of the name of any such adviser.

12.02.3

Upon completion of the investigation under clause 12.02.1, the Vice-President (Academic) shall make one of the following decisions:

a. Dismiss the complaint;

b. Impose such penalty as he deems appropriate in the case up to but not including dismissal. Without restricting the generality of the foregoing, the penalty may include one or more of the following:

- a letter of reprimand or censure;

- a fine;

- a reduction in salary.

c. Recommend to the President that the staff member be dismissed.

12.02.4

As soon as he reaches his decision under clause 12.02.3 the Vice-President shall so advise the staff member and the complainant, in writing; in the event that he decides to recommend to the President that the staff member be dismissed he shall also so advise the President, in writing.

12.02.5

The decision of the Vice-President (Academic) pursuant to clause 12.02.3(a) and clause 12.02.3(b), shall constitute the decision of the Board.

12.03.1

In the event that the Vice-President (Academic) has recommended to the President that the staff member be dismissed, the President shall investigate the matter.

12.03.2

During the course of the investigation, the President shall provide, in writing, the staff member with an opportunity (a) to meet with him in order to discuss the complaint and (b) to submit material for consideration. At such a meeting both the staff member and the President may be accompanied by an adviser; each party shall so inform the other, in advance of the meeting, of the name of any such adviser.

12.03.3

Upon completion of the investigation under clause 12.03.1, the President shall make one of the following decisions:

a. Dismiss the complaint.

b. Impose such penalty as he deems appropriate, including dismissal. Without restricting the generality of the foregoing, the penalty may include one or more of the following:

- a letter of reprimand or censure;

- a fine;

- a reduction in salary;

- suspension with or without pay;

- dismissal.

- 12.03.4 As soon as he reaches his decision under clause 12.03.3, the President shall so advise the staff member, the complainant and the Vice-President (Academic), in writing.
- 12.03.5 The decision of the President pursuant to clause 12.03.3 shall constitute the decision of the Board.
- 12.04.1 All decisions reached under clauses 12.01, 12.02 and 12.03 shall be made as expeditiously as possible.
- 12.04.2 The staff member shall be deemed to have received notice for the purposes of Article 12 when such notice is posted by registered mail to the staff member's University of Alberta address and home address.
- 12.05.1 Where the Vice-President (Academic) has decided to impose one or more of the penalties under clause 12.02.3 or where the President has decided to impose one or more of the penalties under clause 12.03.3, the staff member may, within ten days following notice of the decision by letter to the Vice-President (Academic) or President, as the case may be, (hereafter referred to as the respondent) require that the matter be submitted to arbitration. Such an appeal may be on the grounds (1) that the decision reached is unwarranted, or (2) that the penalty imposed is not appropriate, or, (3) both (1) and (2).
- 12.05.2 Upon election for arbitration, the matter in dispute shall be whether the case is established to the reasonable satisfaction of the Arbitration Board, and if so, whether the case warrants the penalty imposed, dismissal of the case or some other penalty.
- 12.05.3.1 The Arbitration Board shall consist of three persons:
- a. one to be appointed by the respondent;
 - b. one to be appointed by the staff member; and
 - c. a third arbitrator, who shall be chairman, agreed upon in writing by the first two arbitrators. In the event that the first two arbitrators cannot agree, a third arbitrator shall be appointed by a Judge of the Court of Queen's Bench of Alberta upon the application of either arbitrator.
- 12.05.3.2 If either party shall refuse or neglect to appoint an arbitrator within ten days after the one party shall have appointed an arbitrator and served written notice upon the other requiring him or her to appoint an arbitrator, then upon such a failure the party making the request and having himself or herself appointed an arbitrator, may apply to the Court of Queen's Bench to appoint an arbitrator on behalf of the party so failing to appoint, and the arbitrator so appointed by the Court may proceed and act in all respects as if such arbitrator had been appointed by the party so failing to make such an appointment.
- 12.05.4 The Arbitration Board shall give not less than seven days' notice, in writing, of the time and the place of the hearing of the case to the staff member and to the respondent.
- 12.05.5 Both the staff member and the respondent may be represented by agent or by legal counsel at the hearing.
- 12.05.6 The Arbitration Board is not bound by the laws of evidence and the procedures of Court nor is it required to have witnesses sworn and, not so as to restrict the generality of the foregoing, the Arbitration Board may, in its discretion and after it is satisfied that it is not reasonably practical to have the witness give evidence in person, accept as evidence a statutory declaration from that witness.
- 12.05.7 The hearings of the Arbitration Board shall be held in camera.
- 12.05.8 The hearings of the Arbitration Board shall be de bene.
- 12.05.9 Both the staff member and the respondent shall have the right, either personally or by agent or counsel, to adduce evidence, to examine and cross-examine witnesses and to make submissions to the Arbitration Board.
- 12.05.10 The Arbitration Board may proceed with the hearing notwithstanding the absence of the staff member or the respondent if both have been given the prescribed notice of the hearing.
- 12.05.11 Subject to this Article 12, the Arbitration Board shall determine the procedures to be followed.
- 12.05.12 The Arbitration Board shall make one of the following decisions:
1. that the penalty recommended by the respondent be imposed; or
 2. that a lesser penalty be imposed; or
 3. that the case be dismissed.
- 12.05.13 The award of any two members of the Arbitration Board shall be the award of the Arbitration Board.
- 12.05.14 The award of the Arbitration Board shall be final and binding upon the Board and the staff member.
- 12.05.15 When the Arbitration Board reaches its decision, it shall forward a copy of the decision to the respondent and the staff member.
- 12.05.16 If the staff member is dismissed for cause, the effective date of the dismissal shall be the date of the award of the Arbitration Board, or as determined by the Arbitration Board.
- 12.05.17 If the award of the Arbitration Board is that a penalty shall be assessed other than dismissal and if that penalty involves effectiveness dates, then such date or dates shall be specified in the decision conveyed under clause 12.05.12.
- 12.05.18 Except as herein specifically provided, the provisions of The Arbitration Act shall apply to the arbitration and the foregoing provisions shall be deemed to be a submission to arbitration within the meaning of the Act.

Article 13 Grievance

- 13.01 A grievance is an allegation or a complaint that there has been a violation or improper application of the terms of this agreement. It specifically excludes those matters for which appeal procedures are provided by this agreement. Only the Association may present a grievance. A staff member wishing a grievance to be presented is referred to the Association, whose decision as to whether to present a grievance or not is final.
- 13.02 The grievance shall initially be presented to the administrative official at the lowest administrative level competent to deal with it.
- 13.03 In the event that there is no informal resolution of the grievance the Association shall reduce the grievance to writing, stating the facts giving rise thereto and the relief or remedies sought. Such written grievance shall be submitted to the Chief Librarian or if the Chief Librarian was involved in the informal meeting, to the Vice-President (Research).
- 13.04 The Chief Librarian or the Vice-President (Research) shall investigate the matter in such manner as such person deems appropriate and shall submit a written report within fourteen days to the Association with a recommendation for a resolution of the dispute.
- 13.05 The report and the recommendations of the Chief Librarian or the Vice-President (Research) shall be deemed accepted by the Association and a satisfactory resolution of the grievance effected unless within seven days of receipt thereof the Association notifies the Chief Librarian or the Vice-President (Research) to the contrary. If such a notification is given, the Association and the President shall meet within seven days thereafter to attempt to resolve the grievance.
- 13.06 In the event that the President and the Association are unable to resolve the grievance within seven days of their meeting, then either the President or the Association may refer the matter to arbitration pursuant to Article 34 of this agreement for a decision.
- 13.07 Times in this Article 13 may be abridged or extended by mutual consent.

Article 14 Interpretation

- 14.01 The Association or the Board may present a question of interpretation of this agreement.
- 14.02 The Vice-President (Academic) and a representative of the Association shall meet within fourteen days to attempt to resolve the question. If both parties agree to a resolution of the issue, the interpretation so made shall govern this agreement.
- 14.03 Such an interpretation shall be forwarded in writing to all members of the Agreement Review Committee. If any such member so requests within fourteen days of having received such notice, the matter shall be referred to the Agreement Review Committee for review and final decision.

- 14.04 In the event that the question cannot be resolved by the meeting referred to in clause 14.02, either party may refer the matter to the Agreement Review Committee. The Agreement Review Committee shall be convened within fourteen days of notification that the informal procedure above mentioned has failed to achieve a resolution. If the Agreement Review Committee is in agreement concerning the resolution of the issue, the interpretation so made shall govern this agreement. In the event that the Agreement Review Committee is unable to agree on an interpretation, the matters in dispute shall be referred to arbitration pursuant to Article 34 of this agreement for decision.

Article 15 Copyright

- 15.01 The University is the owner of the copyright and all copyright works produced by a staff member who has been engaged by the University to prepare such works for the University or part of whose normal responsibilities to the University is the preparation of such works.
- 15.02 Annexed hereto as Appendix C is a copyright agreement which set forth the rights, duties and obligations of the University and of the staff member with respect to the copyright and other rights in works produced by staff members.
- 15.03 Except for the cases referred to in clause 15.01 and subject always to the applicability of the copyright agreement referred to in clause 15.02 the University waives, disclaims and abandons all right, title, interest or estate in a copyright work produced by a staff member.
- 15.04 Staff members are encouraged to enter into separate copyright agreements with the University and the copyright agreement referred to in clause 15.02 applies only in those cases where individual contracts have not in fact been negotiated and executed.

Article 16 Patents

- 16.01 If a staff member in the course of the staff member's normal University program makes an invention or discovery which has patent possibilities and the staff member wishes to apply for a patent, the staff member may do so either as an individual independent of the University or via the University's patent plan. Details with respect to the University's plan may be obtained from the Office of Research Services.

Article 17 Resignation

- 17.01 A staff member intending to resign shall submit a formal letter of resignation to the Chief Librarian with as much notice as possible before the effective date of resignation.

17.02 The Chief Librarian shall submit a recommendation to the Vice-President (Research) together with a letter of resignation. The acceptance of a resignation by the University shall be effected by the Vice-President (Research).

Article 18 Retirement

18.01 In accordance with the provisions of The Universities Academic Pension Act, a staff member shall retire from the service of the University (a) on June 30 following the attainment of age sixty-five, or (b) on August 31 following the attainment of age sixty-five for a staff member whose appointment date was prior to July 1, 1966.

18.02 A staff member may retire prior to the retirement date referred to in clause 18.01 under the provisions of The Universities Academic Pension Act.

Article 19 Death in Service

19.01 In the event of the death of a staff member, the University will pay to the staff member's estate the staff member's salary for the month in which the staff member dies plus one additional month's salary regardless of the month in which the staff member dies. Such payment will be in full payment of salary and vacation entitlement.

19.02 Pending further decision of the Board with notice to staff members, the Board will provide an insurance policy which will pay to the estate of the staff member or to the staff member the sum of \$50,000.00 for any accident resulting in death or up to \$50,000.00 for any accident resulting in dismemberment or loss of sight in consequence of and during the course of any trip while on University business, subject always to the terms and conditions of the insurance policy. Details may be obtained from the Pension and Benefits Office.

Article 20 Sickness

20.01 Absence from duties as a result of a short duration illness (less than four weeks) is a Library matter. The Chief Librarian shall be informed of such absences so as to enable arrangements to be made to fulfill duties during the absence. A staff member shall inform the Chief Librarian of the illness as soon as possible and shall provide an estimate of the length of the absence. The Chief Librarian may require the staff member to submit a medical certificate covering the illness. Full salary will be paid to the staff member during such short duration illness.

20.02 In the event that a staff member has been ill and absent from duties for a period of four weeks, the Chief Librarian must file an absence report with the Vice-President (Research). The report must contain a medical certificate covering the illness as soon as possible and shall provide an estimate of the length of absence.

Full salary will be paid to the staff member during such long term illness, but such salary will not be paid for more than twenty-six weeks of absence in aggregate for each illness, except as set out in clause 20.03. The period of absence will be calculated from the first day of absence even though the illness may have been expected to be short term at the time.

20.03

In the event that the illness of a staff member exceeds or is expected to exceed twenty-six weeks, the staff member shall apply for benefits under the total disability benefit program. Until benefits under this program are available to the applicant then, in the event that the illness exceeds twenty-six weeks, the University will pay half salary to long service staff members in accordance with the following schedule:

- Where the staff member's service is more than ten years but less than fifteen, the staff member is eligible for up to an additional fifteen weeks leave at half salary.
- Where the staff member's service is fifteen years or more, the staff member is eligible for up to an additional twenty-six weeks leave at half salary.
- Where the staff member's service is ten years or less, the staff member is eligible for no additional salary.

20.04

In no case will salary continue to be paid to a staff member who is receiving benefits under the total disability insurance program.

20.05

If a dispute arises as to whether or not a staff member is ill and the provisions of Article 20 should or should not be applied, or if a dispute arises as to whether or not a staff member who has been absent from duties under the provisions of either Article 20 or on disability leave, is now well enough to return to regular duties, then either the staff member or the appropriate Vice-President may require that the staff member be examined by a medical board consisting of one or more medical doctors selected by the Vice-President, following consultation with the AASUA. In such an event, the staff member is requested to authorize the release of any medical records pertaining to his or her case which are held by his or her physician or physicians with such records to be submitted to the aforementioned medical board or to forfeit his or her rights under this Article 20. The medical board will submit a medical report to the Vice-President as to the condition of the staff member including a statement as to whether, or not he or she is capable of performing regular university responsibilities. The Vice-President, acting on the advice of the medical board, is empowered to order that the staff member be placed under the sickness provisions of this Article or that the staff member return to or continue his or her regular responsibilities at the University. Should the staff member refuse to be examined by the medical board then the Vice-President is authorized to (1) require that the staff member remain under the provisions of Article 20 or remain on disability leave or (2) require that the staff member return to regular responsibilities or continue to perform regular responsibilities, as the case may be.

Article 21 Reserved

Article 22 Leaves in General

22.01 Leaves are not awarded automatically. Application for leave is made by the staff member and approved by the appropriate officer or body.

22.02 Leave will not normally be granted during a staff member's initial probationary appointment. Should leave be granted to a staff member during any probationary appointment, the term of the probationary appointment will be extended in accordance with the provisions of clause 6.02.2.

Article 23 Assisted Leave

23.01 Staff members may be given assisted leave to aid them in pursuing graduate study. Such assistance is granted with the specific needs of the University in mind and the number of such leaves may be limited in any one year. The period of leave for which assistance is given by the University is normally one year; six month leaves are also possible. Leaves must begin either January 1 or July 1.

23.02 The grant for a full year of assisted leave is one-half of the minimum salary of the rank of Librarian 2 at the commencement of leave. A full grant, however, will be made only when other aid in the form of scholarship, bursary or forgivable loan is not obtained. When outside aid is obtained, one-half of the net amount thereof will be deducted from the full assisted leave grant. Net amount means the total outside aid less any tuition and registration fees.

23.03 A staff member who receives less than the full grant in any one year and continues studies in the following year may apply on the merits of the case to receive an additional grant in the succeeding year. This will be the lesser of the two amounts below:

- a. the full grant at the time of the commencement of the leave less the amount received from the University in the first year; or
- b. the full grant at the time of the commencement of the leave less one-half of the net amount of outside aid received in the subsequent year.

23.04 A staff member in receipt of assisted leave may not accept paid employment and is expected to devote full time to the staff member's studies.

23.05 Applications for assisted leave shall be made to the Chief Librarian and shall be considered in accordance with procedures approved from time to time by the Vice-President (Academic).

23.06 The staff member must sign an agreement undertaking to return to the service of the University for two years on completion of leave period or, alternatively, to refund one twenty-fourth of the financial assistance received from the University for each month of the two year period not served. The amount to be repaid in default of other arrangements may be deducted from the staff member's salary entitlement.

Article 24 Political Leave

24.01 A staff member who decides to be a candidate in an election for public office and who would require leave from duties if elected to such office should make application for political leave in anticipation of being elected. Should the staff member's application for leave be approved, it would be conditional upon the staff member being elected.

24.02 Application for political leave shall be made to the Vice-President (Research) through the office of the Chief Librarian. Applications may only be denied for professional reasons.

24.03 The leave period for a staff member who has been elected to the Provincial Legislature will be that period of each year in which the staff member sits in the Provincial Legislature or is otherwise occupied with duties as an elected representative. The staff member may, however, request that the leave be for the life of the Provincial Legislature.

24.04 The leave period for a staff member who has been elected to the House of Commons will be for the life of the Federal Parliament.

24.05 The leave period for a staff member who is appointed a Minister of the Crown shall be for the tenure of the office.

24.06 The leave period and other leave arrangements for a staff member who is elected to municipal or other local government shall be appropriate to the circumstances. The Vice-President (Research) is authorized to approve such arrangements.

24.07 Political leave will be without pay.

24.08 When a term of office expires the staff member shall present himself or herself for duties at the University and return to full pay. Where a second term of office is contemplated the staff member must reapply for a second or subsequent leave.

Article 25 Professional Development Leave

25.01 From time to time leaves of absence from duties for the purpose of the professional development of staff members may be granted. Such leaves shall not be, in the normal case, for the purpose of advanced study for which leave may be granted pursuant to Article 23.

- 2502 Applications and program for professional development leave shall be considered by a special professional development leave committee established by the Chief Librarian.
- 2503 Leave may be awarded by the Chief Librarian on the advice of the professional development committee to staff members where the program is deemed advantageous to the operation of the Library.
- 2404 Program may be submitted to the committee by the Chief Librarian on behalf of individuals whom he wishes to recommend for such purposes. Applications and program may also be submitted by individual staff members.
- 2505 Professional development leave may be granted for such terms and in such numbers as may be determined by the committee. Such leave shall be limited to not more than three percent - FTE - of the professional staff of the Library.
- 2506 A staff member will continue to receive salary and benefits during the period of leave.
- 2507 The staff member must sign an agreement undertaking to return to the service of the University on completion of the leave for a period equal to the leave period or, alternatively, to refund the salary received during the leave.
- 2508 Within two months of the end of a period of professional development leave the staff member is required to submit a report concerning activities while on leave. Copies of the report are to be submitted to the staff member's supervisor and the Chief Librarian.

Article 26 Other Leave

- 2601 Staff members may be granted leave with pay or without pay for prescribed periods and purposes. This category of leave is also inclusive of childbirth leave, a program under which a female staff member is eligible for up to twelve weeks' leave at full pay. Staff members may also be seconded to the service of other employers or agencies. Application for leave should be submitted by the applicant to the Vice-President (Research) through the office of the Chief Librarian where appropriate. The recommendation of the Chief Librarian will be appended to the application. The Vice-President (Research) has the authority to approve such leaves on behalf of the University.

Article 27 Indebtedness to the University

- 2701 Where a staff member is indebted to the University and where other arrangements have not been made with respect to repayment, the University is entitled to deduct the amount of such debts incurred by a staff member from the salary due and payable to that member.

Article 28 Determination and Performance of University Responsibilities

- 2801 The appointment of a staff member is on a twelve month per year basis, inclusive of the vacation period set out in clause 7.05.1 of this agreement.
- 2802 The Chief Librarian shall assign the duties of staff members and see that such duties are carried out as required.
- 2803 In the event of a dispute between the staff member and the Chief Librarian with respect to the staff member's duties or the performance thereof, a staff member has recourse to the Vice-President (Research) and to the President, in that order.
- 2804 A staff member is required to submit an annual report covering his or her University activities during the previous year. The report is to be submitted to the Chief Librarian. The format of the report, the period covered, the date of submission, and detailed regulations governing the report shall be determined from time to time by the Library Council.
- 2805 A staff member who is elected or appointed to represent librarians on a University or Association board, council or committee shall be considered for release time from assigned duties to enable the staff member to serve on the board or committee upon application to the immediate supervisor. No reasonable request shall be denied.

Article 29 Supplementary Professional Activities

- 2901 Under certain circumstances it is appropriate for staff members to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. Normally, these are duties which are performed outside regular office hours, e.g. lecturing in evening session, extension, etc. Requests to assume such additional responsibilities must be approved by the staff member's immediate supervisor and the Chief Librarian, in writing.
- 2902 A staff member who proposes to engage in activities outside the University which are related to his or her duties at the University or which are of a consulting nature, whether during regular University office hours or not, shall so inform his or her immediate supervisor. Where the proposed activities are during regular office hours, the permission of the immediate supervisor, in writing, must be obtained prior to the staff member undertaking the activities. Where University facilities are proposed to be used in the conduct of the outside activities, the permission of the immediate supervisor, in writing, must be obtained prior to the staff member utilizing such facilities. If the staff member expects to make extensive use of such facilities, the staff member may be required to reimburse the University for such use.

29.03 Care must be taken by the staff member that the outside activities are not in conflict of interest with the University duties.

29.04 Supplementary professional activities may be taken into account in the evaluation of a staff member's performance for tenure, increments and promotion.

Article 30 Research

30.01 Certain specialist librarians may have duties and responsibilities at the University which include an active research program. It may be possible to obtain funds from various granting agencies outside the University and the staff member is encouraged to seek financial assistance.

30.02 In the event that a staff member is successful in obtaining financial assistance from an outside granting agency for the research program, the staff member must abide by the University regulations governing such arrangements as established from time to time by the Faculty of Graduate Studies and Research. Detailed regulations may be obtained from the Office of Research Services.

30.03 Without restricting the generality of the foregoing, the following specific rules apply to the administration and control of research grants and contracted research (hereinafter referred to as "research funds"):

- a. Research funds are considered to be University funds and are to be administered and accounted for by the University in accordance with the regulations pertaining thereto, regardless of the fact that the granting agency may have made the grant in the name of the applying staff member.
- b. The staff member may receive remuneration from the research funds above and beyond the staff member's University salary, provided that such is permissible within the conditions of the research funds, and further provided that such is allowed under University research regulations.
- c. Persons working under the provisions of research funds are University appointees and the regulations, salary scales, employee classifications, etc. of the University shall apply to the extent permissible under the terms of the research funds.
- d. In the event that a staff member who has received research funds resigns from the University and has not accounted for all of the expenditures made from the research funds in accordance with the regulations and where appropriate arrangements for repayment have not been made prior to the effective date of the resignation, the University is entitled to deduct the amount of such a debt from the salary due and payable to the staff member.

- e. Where the University is expected to provide facilities, space, equipment or administrative assistance or where there is to be participation in the activity by students or postdoctoral fellows in the carrying out of the research, the University may require that a contract be negotiated through the President or delegates.

Article 31 Association of the Academic Staff of The University of Alberta

31.01 Staff members on appointment become members of the Association. Fees shall be deducted from the staff member's salary cheque unless the staff member in each year in writing requests the Comptroller not to make such deductions.

Article 32 Travel Allowance to Complete Degree

32.01 In special cases travel allowances may be granted upon application, through the Chief Librarian to the Vice-President (Research), to assist staff members to complete the requirements for the degree of Ph.D. or its equivalent. An example of a case where such an allowance might be granted is where the staff member is required to defend a doctoral dissertation. This provision is for short periods only. The staff member is required to make necessary arrangements with the Chief Librarian with regard to the period the staff member must be away from the campus.

Article 33 General Liability Insurance

33.01 The Board has in place a General Liability Insurance Policy to protect the University and its staff members against certain risks to certain limits. A copy of the Policy has been delivered to the Association. The Board continues to review the Policy to vary coverages and limits. Staff members are encouraged to apprise themselves of the existing University coverage and, where University coverage is not adequate to the needs of individual staff members, such staff members should make their own insurance arrangements.

Article 34 Arbitration

34.01 Where, pursuant to this agreement, a matter, a dispute or difference (a dispute) is or may be referred to arbitration for decision, resolution or award (a decision), it shall be referred to a single arbitrator who, subject to the provisions of this Article 34, shall conduct the arbitration in accordance with the provisions of The Arbitration Act and such reference shall be deemed a submission to arbitration.

- 34.02 The arbitration shall be heard by an arbitrator appointed by the agreement of the Association and the Board and, failing agreement, by a Judge of the Court of the Queen's Bench of Alberta on the application of either party to the arbitration.
- 34.03 The arbitrator shall hear and determine the dispute and issue a decision which shall be final and binding upon the parties to the arbitration.
- 34.04 The arbitrator shall notify the Board and the Association in advance and, after such notification, shall have the right to enter any premises where anything is taking place or has taken place concerning any of the disputes submitted to him and inspect and view any work, material or document and interrogate any person respecting any such thing or any such differences.
- 34.05 The Association and the Board shall each pay one-half of the remuneration and expenses of the arbitrator.
- 34.06 This arbitration clause does not apply to arbitration under Article 12.

Appendix A (Contract of Appointment)

OFFICE OF THE DIRECTOR

THE UNIVERSITY OF ALBERTA
EDMONTON, ALBERTA,
CANADA T6G 2J8
(403) 432-3790

Dear

On behalf of the Governors of the University of Alberta, I am pleased to offer you an appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Board-AASUA Agreement-Professional Librarians, a copy of which is enclosed. The Agreement may be amended in accordance with its terms and such amendments are binding upon you.

The specific terms of the appointment offer are:

1. Rank/position/title: _____
2. Department: _____
3. Period of Probationary appointment: _____ 19__ to _____ 19__
or: _____
4. Initial salary rate: \$ _____ per annum.
5. You are eligible for a removal allowance of up to \$ _____ in accordance with the detailed regulations.
6. Special Conditions: _____

The return of the signed original hereof to the University within thirty (30) days of the date of this letter will constitute your acceptance of this offer of appointment on the terms hereof.

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR PAROL CONDITION, QUALIFICATION OR AGREEMENT EXISTS OR IS INCLUDED HEREIN BY REFERENCE HERETO EXCEPT AS HEREINBEFORE SET FORTH.

Yours sincerely,

Peter Freeman
CHIEF LIBRARIAN AND
DIRECTOR OF LIBRARIES

Received by University

ACCEPTANCE

I hereby acknowledge receipt of the original hereof and accept the appointment referred to and the terms and conditions set forth.

Dated at _____ 19__

This _____ day of _____ 19__

Signature

Appendix B (Salary and Increment Schedule: July 1, 1982 to June 30, 1983)

Rank	Minimum Annual Salary	Maximum Annual Salary	Annual Increments (single value)
	\$	\$	No. \$
Librarian 1	22,116	27,719	6 @ 934 p.a.
Librarian 2	27,720	35,420	7 @ 1100 p.a.
Librarian 3	31,020	38,720	7 @ 1100 p.a.
Librarian 4	35,420	45,304	7 @ 1412 p.a.
Librarian 5	40,644	50,528	7 @ 1412 p.a.
Librarian 6	46,010	57,658	7 @ 1664 p.a.
Librarian 7	52,666	64,314	7 @ 1664 p.a.

BEST COPY AVAILABLE

Appendix C (Copyright Regulations)

1. The University of Alberta recognizes that the copyright of a staff member in a work made in the course of employment at the University shall be recognized and the University waives, disclaims and abandons any and all right to all copyright in a work produced by that staff member subject to the principles in this agreement, provided however, that such waiver, disclaimer and abandonment shall not apply in the case of work produced by a staff member who has been engaged by the University to prepare works for the University or part of whose normal responsibilities to the University is to prepare such works.
2. Specific written agreements between the Board and the staff member are recommended in all cases where the copyright of a staff member in a work made in the course of employment is claimed.
3. A staff member agrees to make available to the University for its educational program without payment of royalty or other costs work produced by the staff member in the course of his employment. A staff member agrees to make every effort to make available to the University for its educational program without payment of royalty or other cost work produced by the staff member and with respect to which the staff member no longer has copyright or shares copyright with one or more persons or with respect to which there is some benefit or business arrangement which denies to the staff member the absolute right to comply with the intent hereof.
4. The University will do its utmost to make available to a staff member without cost production facilities and funds necessary to produce works in the University's educational program. Priority for the amount of funds and the kind of facilities will be determined as required by the administration of the University. The University shall maintain a record of the cost of producing a work and shall include therein sums of overhead and the like all in accord with good business practice and a sum so determined shall for the purpose hereof be the University's cost.
5. Where a staff member has copyright in a work produced in whole or in part with the assistance of University facilities or funds but the work is not required by the University for its educational program, then the staff member will enter into an arrangement with the University whereby the University's contribution in the production of the work may be compensated. Unless an arrangement contemplated by the foregoing sentence is agreed upon by the University and the staff member, the staff member will:
 - a. Grant to the University a licence to use the work including the right to grant others the right to use the work and/or to copy the same.
 - b. Establish with the University a fee or royalty to be charged to third parties wishing to use the work. In default of agreement such fee or royalty shall be set by the President.
 - c. Agree with the University that upon receipt of fees the same will be applied as to seventy-five percent thereof to the University and as to twenty-five percent thereof to the staff member until the University's costs as abovementioned shall be fully paid and discharged and hereafter such fees shall be applied as to five percent to the University and as to ninety-five percent to the staff member.

d. Agree that, if the University licence is not exclusive, uses authorized by the staff member or other licences granted by the staff member will require a fee no less than that determined in b. above and that on receipt of such fees, that the same will be applied as in c. above.

6. The entitlement of a staff member to dispose of his or her copyright in a work produced for use in the University's educational program or of any interest therein to a third party by sale, assignment or otherwise is conditional upon the staff member and such third party agreeing in such disposition:
 - a. to protect the University's right to use the work in its educational program as provided by clause 3 hereof, and
 - b. to arrange for the payment by such third party to the University at the University's costs (if any) in the manner described in clause 5 hereof;

provided that, on application by the staff member to the University, the University administration may dispense with the conditions in whole or in part for such reasons as to the University administration seems fair in the circumstances.

7. The University has no obligation to maintain, store, or otherwise keep or care for works produced by a staff member, provided that the University may retain copies of works, if it sees fit, and will on the request of the staff member maintain a master of the final work for a period of time to be agreed upon between the University and the staff member. Masters of copies retained by the University will not be amended, edited, cut or changed in any way by the University without the consent of the staff member or other copyright owner.
8. A staff member, believing his or her work to be unsatisfactory for a proposed use due to dating or other good reason, may amend the work or require its use to be withheld.
9. A staff member warrants to the University that he or she is the owner of the work and of the copyright of the work, and that it is the original work with him or her. In cases where fees or licences for the use of copyright material used in the work are required, the staff member will provide the University with a list of the same and indemnify the University against any loss should the list be incomplete.
10. Nothing in this form of contract shall deny or be regarded as denying to the University the right to use copyright material without licence, cost, or fear of infringement where under the Copyright Act (Canada) the University may use copyright material without licence, cost or fear of infringement.

BOSTON UNIVERSITY
Professional Contract

INDEX

<u>Article</u>	<u>Title</u>	<u>Page</u>
14	Bargaining Unit Work	17
24	Call Procedure	29
17	Consultation on Working Conditions	19
36	Contracting Out	43
33	Credit Union	42
15	Discipline and Discharge	18
3	Dues Checkoff	2
43	Duration of Agreement	49
12	Employment and Transfer	12
13	Grievance and Arbitration	14
28	Health Insurance	33
18	Health and Safety	20
25	Holidays	30
29	Insurance Coverages	34
27	Intersession	33
9	Job Descriptions	9
37	Job Elimination	43
38	Layoff and Recall	44
31	Leaves of Absence	35
42	Librarian Meetings	48
2	Maintenance of Membership	1
6	Management Rights	3

INDEX (cont.)

<u>Article</u>	<u>Title</u>	<u>Page</u>
32	MBTA Pass Program	42
7	No Discrimination	5
8	No Strike/No Lockout	6
4	Notification	3
30	Pension Plans	35
19	Personnel Records and the Employee's Right to Privacy	21
41	Professional Development	47
1	Recognition	1
20	Salaries	22
11	Seniority	10
44	Separability of Provisions	49
39	Severance Pay	45
16	Sexual Harassment	18
23	Sick Leave	27
35	Technological Change	42
22	Tuition Remission	26
5	Union Rights	3
40	University Closing	45
34	University Facilities	42
26	Vacations	31
21	Work Time Requirements	25
10	Workload and Temporary Assignment	10

ARTICLE 1

Recognition

The Trustees of Boston University recognize Local 925, a Chapter of District 925, Service Employees International Union, AFL-CIO, as the exclusive collective bargaining representative of all regular, full-time, professional, non-supervisory librarians in the ranks of Librarian I, Librarian II, and Librarian III, employed at the Mugar Memorial Library and the Libraries of Astronomy, Educational Resources, Chemistry, and Science/Engineering at the Charles River Campus, but excluding guards, watchmen, supervisors, other professional employees, confidential employees, all technical and clerical employees as defined in the Act, and temporary, seasonal, casual and student employees.

ARTICLE 2

Maintenance of Membership

All employees covered by this Agreement who are members of the Union on the date of its ratification by the Trustees of Boston University shall maintain their membership in the Union for the duration of the Agreement as a condition of continued employment, except that any such employee may withdraw from membership in the Union by so notifying the Union in writing within thirty (30) days after the date of ratification by the Trustees.

All other employees who are covered by this Agreement on the date of its ratification by the Trustees, or who thereafter become covered by this Agreement, are not obligated to join the Union as a condition of continued employment, but any such employee who after the execution date of this Agreement elects to join the Union shall maintain his/her membership therein for the duration of the Agreement as a condition of continued employment.

ARTICLE 3

Dues Checkoff

The University agrees to deduct monthly the regular monthly Union membership dues from the wages earned by any employee covered by this Agreement and to remit such dues monthly to the Union, provided such employee previously has delivered a written authorization and direction to make such deduction to the University's Payroll Manager.

The authorization of the deduction of the Union dues from any employee's wages shall be voluntary on the part of the employee and may be revoked by the employee by individual notice in writing. Such individual notice shall be sent by registered or certified letter to the Union and the University's Payroll Manager, and shall be postmarked between May 21 and May 30, inclusive, of each year this Agreement is in effect, or mailed after the termination of this Agreement.

-2-

The Union shall indemnify the University against any and all claims, demands, suits, or other forms of liability that may arise out of action taken or not taken by the University at the Union's request for the purposes of complying with any of the above provisions.

With each remittance, the University will provide the Union with a list of the names of employees and the dates and amounts of deductions made for each employee.

ARTICLE 4

Notification

Upon signing of this Agreement, the University will furnish the Union with a current list of bargaining unit employees showing the classification, job title, department, rate of pay and date of hire of each.

Every two (2) months, the University will transmit to the Union the name, classification, job title, department, rate of pay and date of hire or date of change of any newly hired, transferred or promoted bargaining unit employee; it will also transmit the name of any bargaining unit employee whose employment has terminated and the date of termination.

ARTICLE 5

Union Rights

Section 1. The University agrees to recognize one (1) Union steward and one (1) alternate steward for the

-3-

bargaining unit, each of whom shall be duly designated by the Union and act as its agent. The Steward and one (1) elected officer of the Union shall be entitled to spend up to three (3) hours per month with pay to carry out the terms of this Agreement.

Section 2. The elected officer referred to in Section 1, the Steward and the alternate Steward of the Union shall be entitled to contact bargaining unit employees at work on matters regarding the administration of this Agreement, provided that the University Librarian or his designee is notified in advance and there is no interference with University business.

Section 3. Members of the bargaining unit shall be permitted to wear Union badges, pins and stickers.

Section 4. Authorized representatives of the Union shall have access to appropriate University premises during regular working hours for the transaction of Union business and to ascertain if the provisions of this Agreement are being complied with, provided such access does not interfere with University business and prior notification is given to the University Librarian.

Section 5. The University will permit the Union to post notices of its meetings and its activities on one (1) bulletin board whose location will be selected by the Union and approved by the University.

Section 6. University meeting facilities may be used for Union activities, upon written approval of the

Assistant Vice President for Labor Relations, and subject to the same regulations which apply to other non-University, non-sponsored groups who wish to use University facilities.

Section 7. Article 31 A (Personal Leave) will apply to a leave of absence without pay to perform Union business.

ARTICLE 6

Management Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Administration reserves and retains, solely and exclusively, all of its rights to manage the University and its activities and operations.

ARTICLE 7

No Discrimination

The University and the Union agree that no person subject to this Agreement, employed or applying for employment, shall be discriminated against, except as permitted by Federal or State law, because of race, color, religion, sex, national origin, veteran status, marital status, union status, non-union status, physical handicap, or age.

ARTICLE 8

No Strike/No Lockout

It is recognized that the need for continued and uninterrupted operation of the University is of paramount importance and that there should be no interference with such operation.

A. During the term of this Agreement, the University will not lockout any employee covered by this Agreement.

B. During the term of this Agreement, there shall be no strikes, work stoppages, slowdowns, picketing or any other interference with the operation of the University.

C. During the term of this Agreement, there shall be no sympathy strikes, such as a refusal to cross a lawful or unlawful picket line established on or near the University's property by another union. In the event that the University believes that the Union or any of the employees covered hereunder is in violation of the provisions of this Paragraph C, then the University, the Union and the employees shall follow, and abide by, the following procedure:

- (1) An expedited arbitration procedure may be invoked by the University and shall be commenced upon oral notice, confirmed in writing, to the other party and to the person

thereafter designated as arbitrator in the manner provided below. The arbitrator shall hold a hearing as expeditiously as possible, but in no event later than twenty-four (24) hours after receipt of said notice. If the Union has promptly disavowed the activity complained of and is using its best efforts to bring that activity to a halt, the hearing will not be held until the end of this twenty-four (24) hour period.

- (2) The arbitrator's decision shall issue within three (3) hours after the conclusion of the hearing unless the University agrees to waive this time limitation. The arbitrators appointed by the parties for the purpose of this expedited arbitration procedure are (1) Lawrence Holden, (2) Eric Schmertz, (3) James Healy. These arbitrators shall be called in the order in which they are listed and arbitration proceedings under this provision shall be held on the University's premises, or at such other place as may be designated by the arbitrator. In the event all three of the above arbitrators inform the parties that they are unavailable, the parties must select another arbitrator within four (4) hours and failing such mutual designation, the Federal

Mediation and Conciliation Service may be requested by either party to designate an arbitrator, which designation must be made within four (4) hours of the request. All fees and expenses of the arbitrator shall be borne by the losing party, who shall be designated as such by the arbitrator. All other costs of the expedited arbitration shall be borne by the party incurring them.

- (3) The arbitrator shall have the authority to direct the Union and/or the employees to cease and desist from violating this Article and to order such other steps to be taken as necessary to bring about compliance with his decision and the requirements of this Article.
- (4) Should the Union and/or the employees fail to abide immediately with the decision of the arbitrator, the Union and the employees hereby consent to the entry of a temporary restraining order, preliminary injunction, and/or permanent injunction enjoining and restraining the conduct found invalid immediately upon knowledge of the filing of court papers requesting such relief and without regard to formal service thereof.

(D) The University may discharge or otherwise discipline employees who violate the provisions of

Paragraphs B or C of this Article. An issue of fact as to whether an employee engaged in, participated in or encouraged any of the conduct prohibited in Paragraphs B or C of this Article may be submitted through the grievance and arbitration procedure established by this Agreement, but unless an employee is shown not to have engaged in, participated in or encouraged any such conduct, the University's decision as to the appropriate discipline shall be final and binding on the Union and the employee. In addition, the Union shall be liable for damages for any violation of this Article.

ARTICLE 9

Job Descriptions

Every position within the bargaining unit shall have a job description. A job description shall be a concise and accurate summary of duties, responsibilities, and requirements of the job. If a job description does not accurately describe an employee's responsibilities and duties, the employee or supervisor may write a new or updated description, for approval by the University Librarian. It is understood that a job description may not be all-inclusive of any employee's job duties. Any assigned duties which are not included in the job description normally will be limited to the duties of a professional librarian.

A complete set of job descriptions for bargaining unit positions shall be on file at the Mugar Administrative Office and at the Office of Personnel and shall be available for examination and copying by any bargaining unit employee or Union representative.

On the first day of employment, each new employee shall be furnished with a copy of his/her job description.

ARTICLE 10

Workload and Temporary Assignment

An employee shall be expected to carry a reasonable workload.

As the need arises, employees may be temporarily assigned to perform other bargaining unit duties. Temporary assignments will ordinarily extend no longer than three (3) months. In the event that an employee is required to take on such temporary assignments, his/her existing workload may be reduced after consultation with his/her supervisor. In cases when an employee has voluntarily assumed extra or additional duties at the request of his/her supervisor, he/she shall have the option of dropping such duties within one (1) month.

ARTICLE 11

Seniority

Seniority is defined as the length of time a bargaining unit employee has been employed as a profes-

sional Librarian at Boston University on a regular and continuous basis in those positions now covered by this Agreement.

All new employees shall be considered probationary employees until they have been in the employ of the University for a period of six (6) months from the date of their employment. During their probationary period, employees shall have no seniority rights and may be terminated or transferred without explanation at the sole discretion of the University and without recourse to the grievance or arbitration provisions of this Agreement.

Upon successful completion of the probationary period, seniority and all rights under the contract will accrue retroactively to the employee's initial date of hire, except where this Agreement provides otherwise.

Loss of Seniority

Seniority will be lost when an employee:

- (a) Terminates voluntarily;
- (b) Is discharged for just cause;
- (c) Is laid off for twelve (12) consecutive months; or
- (d) Fails to return to work within two (2) weeks after receiving notification to return to work from layoff.

Time on layoff shall be counted in computing seniority under this Agreement.

ARTICLE 12

Employment and Transfer

Section 1, Job Posting. Descriptions of bargaining unit job vacancies shall be posted within Mugar Library at least five (5) working days prior to public posting and distribution. Job postings shall include the following information: the date of the posting and the date the posting expires; department; job rank; salary range; basic function and responsibility; accurate required qualifications, including any educational requirements and applicable equivalent experience; and number of hours in the workweek.

Prior to posting a vacancy in the Bibliographic Services Department or Catalogue Department, the department head will discuss with each member of the bargaining unit within the department who requests an opportunity for discussion, the possibilities, if any, of redistribution of subject area assignments within the department. The department head will make whatever reassignments, if any, he/she deems to be in the best interests of the library and the University.

The University will make every effort to fill posted vacant positions within a reasonable amount of time. If a vacancy is not filled in thirty (30) days, the Union, upon its request, shall be informed as to the reasons.

Section 2, Filling of Vacancies. Vacancies within the bargaining unit shall be filled according to the following criteria, except where these criteria interfere with the Affirmative Action provisions of this Agreement:

- (a) The University shall give first consideration for vacancies to present employees within the bargaining unit to the extent practicable before hiring new employees.
- (b) Seniority shall be a major factor in all decisions concerning filling of vacancies. Other factors shall include skill, ability, and experience. Where two (2) or more qualified candidates are relatively equal with respect to their qualifications, seniority shall determine the selection.

Section 3, Peer Interviewing. The University shall continue its current practice of inviting bargaining unit members to participate in the interviewing process for any bargaining unit position. The comments of such members shall be considered by the University in making the final selection.

Section 4, Transfer. A transfer is an employee's move from one department to another, e.g., Bibliographic Services Department to Catalogue Department.

If, within six (6) months after a transfer, an employee who has transferred to a vacancy finds that job

unsatisfactory, or if the employee's department head finds that the employee is unable to meet the basic job requirements, the University will make every effort to facilitate the employee's transfer to another position comparable to his/her former position.

ARTICLE 13

Grievance and Arbitration

The purpose of this Article is to establish a procedure for the settlement of grievances. Except as otherwise specifically stated elsewhere in this Agreement, the term grievance means any dispute between a bargaining unit employee and the University, or the Union and the University, that involves an alleged violation of or the application or interpretation of the provisions of this Agreement.

An employee must file a written grievance with his/her immediate supervisor as quickly as possible, but not later than twenty (20) working days, after the occurrence of the alleged violation. The written grievance shall specify the provision or provisions of the Agreement claimed to be violated and the remedy requested.

Step 1. The aggrieved employee and the Union steward shall meet with the employee's immediate supervisor and department head to discuss the written grievance. Such meeting will be held

within four (4) working days from the date the grievance was received by the immediate supervisor. A supervisor shall have four (4) working days after the meeting to respond in writing to the employee, with copy to the steward. If the grievance is not resolved, it will be processed to Step 2 within four (4) working days.

Step 2.

The employee and the Union steward shall meet with the University Librarian or his/her designee to discuss the written grievance along with the immediate supervisor's written response. Such meeting will be held within four (4) working days from the date the grievance was received by the University Librarian. The University Librarian will have four (4) working days after the meeting to respond in writing to the employee, with copy to the steward. If the grievance is not resolved, it will be processed to Step 3 within four (4) working days.

Step 3.

The employee, Union steward, and Union representative shall meet with a designated representative of the Assistant Vice President for Labor Relations to discuss the written grievance. Such meeting will be held within seven (7) working days from the date the grievance was received by such representative. That representative shall have seven (7) working days after the meeting to respond in

writing to the employee, with a copy to the steward. If the grievance is not resolved, it may be processed to arbitration.

In the case of discharge or Union grievance, the grievance may be initiated at Step 3 if, not later than twenty (20) working days after the occurrence of the alleged violation, a written grievance which specifies the provision or provisions of the Agreement claimed to be violated and the remedy requested is submitted to the Assistant Vice President for Labor Relations.

The aggrieved employee and the Union steward each shall be paid at their regular rates of pay for periods of time spent actually participating in grievance proceedings held during their regularly scheduled work period.

If a grievance is to be arbitrated under Step 3 above, it must be submitted to arbitration within twenty (20) working days of the Step 3 response for processing by the American Arbitration Association under its Labor Arbitration Rules, with a copy of the submission to the University.

The arbitrator shall not be empowered to add to, subtract from, or modify in any way the terms of this Agreement. Unrelated grievance issues shall not be submitted to the same arbitrator at the same time. The decision of the arbitrator shall be final and binding on all parties. The costs of the arbitration shall be borne equally by both parties.

-16-

The University and the Union agree that no proposal or counterproposal which was made during the negotiations for, but is not contained in, this Agreement and no discussions relating to any such proposal or counterproposal will be disclosed or referred to by either party or any of its representatives in any arbitration proceeding hereunder.

Upon mutual agreement of the University and the Union, time limits specified in this Article may be extended.

Time spent by bargaining unit employees to prepare for arbitration and time spent at the arbitration itself shall not be paid by the University.

The parties recognize that most disputes will be discussed and resolved between the employee and the employee's immediate supervisor, with or without the Union steward, and the parties will encourage such informal settlements.

ARTICLE 14

Bargaining Unit Work

Employees outside the bargaining unit shall not do the work of employees within the bargaining unit except to the extent they have done so in the past. It is recognized by both parties that both bargaining unit and non-bargaining unit employees may perform the same tasks in meeting their respective responsibilities.

-17-

ARTICLE 15

Discipline and Discharge

The University may discipline or discharge an employee for just and good cause. Discipline shall be limited to warnings which shall explicitly state the reasons for the warnings.

Within three (3) working days after the discharge of an employee covered by this Agreement (except probationary employees), the University will notify the Union of the discharge by certified mail.

ARTICLE 16

Sexual Harassment

The University recognizes that no employee shall be subject to sexual harassment. In this spirit it agrees to post in all work areas, a statement of its commitment to this principle. Sexual harassment means any unwanted sexual attention that is prohibited by Title VII of the Civil Rights Act of 1964, as amended. In the case of such harassment, an employee may pursue the grievance procedure for redress. Grievances under this Article will be processed in an expedited manner. If the grievance is settled and the employee does not want to return to his/her job, the employee shall be entitled to transfer to an equivalent position at the same salary and grade, if a vacancy then exists for which he/she is qualified.

ARTICLE 17

Consultation on Working Conditions

Section 1. Where new or additional equipment affecting employees is required, the University agrees that it will consult the affected employees as early as possible prior to its purchase or rental.

Section 2. Where the University plans major renovation and/or reorganization of the physical plant, any employees whose work areas are affected will be consulted as early as possible prior to implementation.

Section 3. Where a permanent change is considered in the location of work areas or in working procedures, the University agrees that the affected employees will be consulted as early as possible prior to implementation of those changes.

Consultation refers to the asking of advice or opinion of affected employees. The University will consider such advice and opinion in its decision; however, it is recognized that the University is not required to act upon it.

The provisions of this Article will not be subject to the grievance and arbitration provisions of this Agreement.

writing to the employee, with a copy to the steward. If the grievance is not resolved, it may be processed to arbitration.

In the case of discharge or Union grievance, the grievance may be initiated at Step 3 if, not later than twenty (20) working days after the occurrence of the alleged violation, a written grievance which specifies the provision or provisions of the Agreement claimed to be violated and the remedy requested is submitted to the Assistant Vice President for Labor Relations.

The aggrieved employee and the Union steward each shall be paid at their regular rates of pay for periods of time spent actually participating in grievance proceedings held during their regularly scheduled work period.

If a grievance is to be arbitrated under Step 3 above, it must be submitted to arbitration within twenty (20) working days of the Step 3 response for processing by the American Arbitration Association under its Labor Arbitration Rules, with a copy of the submission to the University.

The arbitrator shall not be empowered to add to, subtract from, or modify in any way the terms of this Agreement. Unrelated grievance issues shall not be submitted to the same arbitrator at the same time. The decision of the arbitrator shall be final and binding on all parties. The costs of the arbitration shall be borne equally by both parties.

-16-

The University and the Union agree that no proposal or counterproposal which was made during the negotiations for, but is not contained in, this Agreement and no discussions relating to any such proposal or counterproposal will be disclosed or referred to by either party or any of its representatives in any arbitration proceeding hereunder.

Upon mutual agreement of the University and the Union, time limits specified in this Article may be extended.

Time spent by bargaining unit employees to prepare for arbitration and time spent at the arbitration itself shall not be paid by the University.

The parties recognize that most disputes will be discussed and resolved between the employee and the employee's immediate supervisor, with or without the Union steward, and the parties will encourage such informal settlements.

ARTICLE 14

Bargaining Unit Work

Employees outside the bargaining unit shall not do the work of employees within the bargaining unit except to the extent they have done so in the past. It is recognized by both parties that both bargaining unit and non-bargaining unit employees may perform the same tasks in meeting their respective responsibilities.

-17-

ARTICLE 15

Discipline and Discharge

The University may discipline or discharge an employee for just and good cause. Discipline shall be limited to warnings which shall explicitly state the reasons for the warnings.

Within three (3) working days after the discharge of an employee covered by this Agreement (except probationary employees), the University will notify the Union of the discharge by certified mail.

ARTICLE 16

Sexual Harassment

The University recognizes that no employee shall be subject to sexual harassment. In this spirit it agrees to post in all work areas, a statement of its commitment to this principle. Sexual harassment means any unwanted sexual attention that is prohibited by Title VII of the Civil Rights Act of 1964, as amended. In the case of such harassment, an employee may pursue the grievance procedure for redress. Grievances under this Article will be processed in an expedited manner. If the grievance is settled and the employee does not want to return to his/her job, the employee shall be entitled to transfer to an equivalent position at the same salary and grade, if a vacancy then exists for which he/she is qualified.

ARTICLE 17

Consultation on Working Conditions

Section 1. Where new or additional equipment affecting employees is required, the University agrees that it will consult the affected employees as early as possible prior to its purchase or rental.

Section 2. Where the University plans major renovation and/or reorganization of the physical plant, any employees whose work areas are affected will be consulted as early as possible prior to implementation.

Section 3. Where a permanent change is considered in the location of work areas or in working procedures, the University agrees that the affected employees will be consulted as early as possible prior to implementation of those changes.

Consultation refers to the asking of advice or opinion of affected employees. The University will consider such advice and opinion in its decision; however, it is recognized that the University is not required to act upon it.

The provisions of this Article will not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 18

Health and Safety

The University shall provide and maintain safe working conditions with regard to bargaining unit employees' health and welfare.

The University agrees to a Health and Safety Committee, composed of two (2) representatives each of the Union and University administration, to monitor and advise on health and safety issues, including heating, ventilation, air conditioning, noise, rodent and insect control, and lighting. The failure of the University to act on the recommendations of this Committee is not subject to the grievance procedure of this Agreement.

A thermometer shall be placed in each library department. If, in a crisis situation as determined by the University Librarian or his/her designee, the temperature in a work area impairs an employee's ability to do his/her job, the employee will be reassigned to another work area. If the employee is not reassigned, the University Librarian or his/her designee may allow the employee to leave with pay until the situation is corrected.

The University agrees to maintain in good condition staff lounges and to take into consideration the need for staff lounges in the construction, acquisition, or renovation of library buildings.

ARTICLE 19

Personnel Records and the Employee's Right to Privacy

In maintaining personnel files, the University will give highest priority to accuracy, fairness, confidentiality and a minimum of intrusiveness. For the duration of this Agreement, the University will maintain and enforce the following information practices with respect to non-University inquiries on current employees:

The University will verify--

- (a) Current Salary
- (b) Position Title
- (c) Date of Employment

The above information will only be disclosed upon the written authorization of an employee or under court order or subpoena.

It is understood that the only official file recognized by the University shall be kept in the Office of Personnel.

An employee shall have the right to examine by appointment, and obtain a single copy of any materials in his/her personnel file kept in the Office of Personnel, except confidential communications to members of management. A terminated employee shall have the same right provided he/she exercises it within two (2) weeks after termination.

An employee will have the right to comment on any materials in his/her personnel file which he/she

believes to be inaccurate or incomplete and such comment shall become a permanent part of that file for as long as that file is maintained. It is understood that the presence of such comments in the file does not necessarily imply agreement on the part of the University.

Should the employee win a grievance entirely, the record of that grievance as well as any record of the alleged violation, will, at the aggrieved employee's request, be expunged from the employee's personnel file.

ARTICLE 20

Salaries

A. General and Performance Increases

Effective June 1, 1984, all non-probationary employees will receive a general increase of \$820 per annum. In addition, all non-probationary employees actively employed on May 31, 1984, will be considered for additional increases based solely on job performance. Such performance increases will be effective June 1, 1984. The total amount allocated for these performance increases will be 2.39 percent of the base salaries of all non-probationary employees as of May 31, 1984. Individual performance increases will range from \$400 to \$750 per annum, depending on the performance rating.

Effective June 1, 1985, salary rates of non-probationary employees will be increased \$800 per annum. In addition, there will be a performance increase pool equal to 2.09 percent of the base salaries of all such non-probationary employees, as of May 31, 1985, which will be distributed to non-probationary employees solely on the basis of job performance. Individual performance increases will range from \$375 to \$750 per annum, depending on the performance rating.

The University will have the final authority as to which individuals will receive performance increases and the amount of such individual increases within the ranges specified above. The University's decisions regarding the allocation of performance increases will not be subject to the grievance and arbitration provisions of the Agreement.

B. Salary Ranges and Minimum Salary Rates

Effective June 2, 1984, salary ranges for Librarian I, Librarian II, and Librarian III will be increased to the following:

<u>Rank</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Librarian I	\$16,000	\$18,000	\$20,000
Librarian II	18,000	22,500	27,000
Librarian III	20,500	25,625	30,750

Effective June 2, 1985, salary ranges for Librarian I, Librarian II, and Librarian III will be increased to the following:

<u>Rank</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Librarian I	\$16,500	\$18,562	\$20,625
Librarian II	18,600	23,250	27,900
Librarian III	21,200	26,500	31,800

Any employee whose salary rate is below the minimum rate indicated for his/her rank on the effective dates of these ranges will have his/her rate increased to the appropriate minimum rate.

C. Promotional Increases

Employees who are promoted to Librarian II or Librarian III shall receive a salary increase of \$500 per annum or the minimum rate of their new rank, whichever is greater.

D. Additional Performance Increases

It is understood that no provision of this Agreement shall restrict the University in its right to grant additional performance increases at any time. Probationary employees will be considered for performance increases upon successful completion of their probationary period.

ARTICLE 21

Work Time Requirements

Section 1, Hours. The workweek shall normally be thirty-five (35) hours. The parties acknowledge that the duties and responsibilities of a professional librarian in fulfilling the demands of the profession may go beyond the normal workweek, and hence an employee may be required to work additional hours or days beyond the normal workday or workweek. While the University retains management authority over work schedules, existing flexibility will be maintained and work schedules will not be unreasonably changed.

Section 2, Meal and Rest Periods. Meal and rest periods shall be scheduled according to the workday established for each employee after consultation between the employee and the supervisor. Meal periods are unpaid.

Section 3, Course and Make-Up Time. An employee may be given the opportunity to take one (1) course per semester at his/her expense, provided the time missed is made up. Scheduling of make-up time will be arranged between the employee and supervisor. Permission to take such courses and make-up time shall not be unreasonably withheld.

Section 4, Compensatory Time. Any employee required to work on day(s) in addition to the normal workweek established for the employee shall be given compen-

satory time off in the same amount as the additional time worked.

ARTICLE 22

Tuition Remission

Full-time employees who work nine (9) or more months per year are eligible for the following tuition remission benefits in accordance with the following requirements:

- Employee. All employees, upon successful completion of the probationary period: one hundred (100) percent tuition remission for the first six (6) credit hours in any one (1) semester.
- Spouse. All employees, upon completion of twelve (12) months of service: fifty (50) percent tuition remission.
- Dependent. All employees, upon completion of twelve (12) months of service: fifty (50) percent tuition remission. All employees upon completion of thirty-six (36) months of service: one hundred (100) percent tuition remission. Limited to a total of eight (8) semesters for each dependent, the two (2) summer terms will count as one (1) semester for the purposes of this Article.

The University may refuse to allow an employee who is delinquent in making tuition payments to continue under the Tuition Remission Program.

The University reserves the right to refuse to allow an employee to attend a class under the Tuition Remission Program where such attendance would conflict with work schedules. Further, no employee will receive pay while attending class during scheduled work hours (except as provided in Article 21, Section 3).

Other limitations and special conditions relating to Boston University's Tuition Remission Program, as set forth in the University's application for Tuition Remission, shall also be applicable under this Article.

This Article applies to all eligible employees hired after February 1, 1982. Article XXII of the 1979-80 Agreement between the parties applies to all eligible employees hired on or before February 1, 1982.

ARTICLE 23

Sick Leave

Paid sick leave is available to employees who are absent from work due to illness or injury.

Bargaining unit employees will be granted 22 workdays of paid sick leave upon hire and will accrue paid sick leave at the rate of 1.75 workdays for each full month of service. Paid sick leave will be cumulative to a maximum of 130 workdays.

If accumulated sick leave is exhausted, accrued vacation time may be used. If both accrued sick leave and accrued vacation are exhausted, employees may request an unpaid leave of absence up to a combined total period of absence not to exceed six (6) months under the provisions of Article 31A, Personal Leave.

Unused sick leave is not reimbursable.

Time off for medical or dental treatments, prior approval of which must be secured, shall be charged to sick leave. Employees are expected to schedule such treatments outside of regular working hours whenever possible. Sick leave may be taken in hours where it is used for medical or dental treatments and where an employee leaves work because of illness occurring during the workday.

Sick leave may be used for the care of an immediate family member of an employee who lives in the same household.

Accrued sick leave as of June 1, 1980, will be retained.

The University reserves the right to require a doctor's certificate in cases of absence due to illness of the employee or a member of his or her immediate family and the right to require examination by a physician designated by the University.

Employees who incur job-related illness or injury shall promptly file a written report of such illness or

injury with their supervisor or department head. An employee who is injured on the job and is sent home or to a medical facility shall receive pay at the applicable hourly rate for the balance of the regular shift on that day. Time lost during statutory waiting periods in which no Massachusetts Worker's Compensation weekly disability benefits are permissible may be paid from accrued sick leave. Time lost after statutory waiting periods have been satisfied shall be paid for as provided under the Massachusetts Worker's Compensation laws. Employees may elect to use accrued sick leave to supplement Worker's Compensation weekly disability benefits to the extent that total compensation received does not exceed their regular pay.

ARTICLE 24

Call Procedure

Employees who will be absent from work or late for whatever reason shall call in to their immediate supervisor prior to their starting time insofar as possible.

ARTICLE 25

Holidays

The following shall be observed as University holidays:

- New Year's Day
- Martin Luther King's Birthday
- George Washington's Birthday
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day and the day after Thanksgiving
- Christmas Day

An employee shall not receive holiday pay when on an unpaid leave of absence.

To qualify for holiday pay, an employee must work a full day upon the last scheduled working day preceding the holiday and the first scheduled working day following the holiday.

Employees who are required to work on a regularly scheduled University holiday shall be paid their regular straight-time pay for that day; these employees, however, shall be granted compensatory time off with pay at a time mutually agreed upon by the employee and his/her department head.

ARTICLE 26

Vacations

A. Accrual Schedule

A bargaining unit employee who has successfully completed the probationary period will be entitled to vacation during the term of this Agreement at the rate of one-and-five-sixths (1-5/6) of a workday for each month of service, i.e., twenty-two (22) days per year.

B. Accrual Policies

1. Vacation may accrue only to the maximum earned in a two (2)- year period of employment.
2. Vacation does not accrue during any month an employee is on a leave without pay or on long-term disability.
3. Vacation accrual is credited at the end of each month of employment.
4. An employee hired on or before the fifteenth day of a month is credited with a full month of service; those hired on or after the sixteenth day of the month do not accrue vacation for that month.

C. Use of Vacation Time

1. Employees must complete the probationary period before being eligible to use accrued vacation time, except that accrued vacation time may be used in special cases at the discretion of the University Librarian.

2. When a holiday provided by this Agreement occurs during an employee's vacation, that day will not be charged to vacation time.
3. Accrued vacation may be used for absences due to disability or other absences when requested by the employee and approved by the University Librarian or his/her designee, and in accordance with other provisions of this Agreement.
4. Vacation time may not be taken in advance of accrual.
5. Employees are required to request in writing vacation scheduling and approval from the University Librarian or his/her designee at least the number of working days in advance equal to the number of vacation days being requested.
6. The University retains the right to make final determinations as to when vacations will be taken.

D. Other Provisions

1. Upon termination, employees who have successfully completed their probationary period will receive payment for unused accrued vacation up to the maximum earned in a two (2)-year period of employment.

2. An employee who becomes ill while on vacation may not apply sick leave to that period of illness.

ARTICLE 27

Interession

The period between Christmas Day and New Year's Day will continue to be observed as time off with pay whenever a University-wide interession is declared.

Employees who are required to work during such periods shall be granted compensatory time off with pay at a time mutually agreed upon by the employee and his/her department head.

ARTICLE 28

Health Insurance

The University will offer coverage under the Blue Cross/Blue Shield Master Medical Plan, the Harvard Community Health Plan, the Multigroup Health Plan, and the Bay State Health Care Plan, and will maintain this coverage for the term of the contract. Employees covered by this Agreement may elect to be covered by only one (1) such plan.

The University and any employee electing coverage will share the contributions required for coverage under either of these plans as the contributions come due, and the respective shares will be dollar amount fixed as

follows: The University's share will be the dollar amount equal to sixty-two (62) percent of the prevailing Blue Cross/Blue Shield Master Medical premium. The employee's share will be the dollar amount equal to thirty-eight (38) percent of the prevailing Blue Cross/Blue Shield Master Medical premium, in the case of an employee electing coverage under the Blue Cross/Blue Shield Master Medical Plan, or the dollar amount equal to the difference between the total amount of the prevailing premiums for the Harvard Community Health Plan, Multigroup Health Plan, or Bay State Health Care Plan premium and the dollar amount of the University's contribution, in the case of an employee electing coverage under one of these three plans.

Election of a plan must be made upon initial employment or at such time as an open enrollment period is made available by the University.

ARTICLE 29

Insurance Coverages

The University agrees to extend the 1982 improvements in the Long Term Disability Plan to employees in this bargaining unit, effective June 1, 1984.

The employee insurance coverages provided and the employee contributions required for such coverages that were in effect on June 1, 1984, in the following University benefit plans will not be changed during the

term of this Agreement: Group Life Insurance Plan; Travel Accident Insurance Plan; Long Term Disability Plan; Personal and Family Accident Insurance Plan. The University reserves the right to amend or discontinue these plans, but the coverages will not be reduced and employee contributions will not be increased as a result of these changes.

ARTICLE 30

Pension Plans

The University will maintain for members of the bargaining unit the level of benefits and contributions in effect June 1, 1984, provided in the Boston University Retirement Income Plan and Boston University Retirement Plan. The employees in the bargaining unit will continue to contribute at the rates in effect on that date in both plans.

The University agrees to continue the Supplemental Retirement and Savings Plan.

ARTICLE 31

Leaves of Absence

A. Personal Leave

A bargaining unit employee who has successfully completed the probationary period may request an unpaid leave of absence for up to six (6) months. The leave may be granted by the University Librarian with the

approval of the Provost. Any request for leave shall not be unreasonably denied. The following must be adhered to:

1. Requests for leave of absence must be submitted to the employee's department and the Office of Personnel in writing at least one (1) month in advance (except in the case of illness or emergency). Such requests must include the reason for the leave and requested starting and ending dates. The University shall respond in writing to all requests for leave within two (2) weeks of such requests. In the case of a denial, specific reasons shall be included.
2. During an approved unpaid leave up to and including sixty (60) days, an employee will continue to accrue seniority. During an approved leave greater than sixty (60) days, an employee will maintain existing seniority.
3. Time spent on unpaid leave of absence will not be considered toward the accrual of sick or vacation time.
4. An employee on an approved unpaid leave of absence may make arrangements through the Office of Personnel to continue participation in University insurance benefit plans provided the employee agrees to pay all (100%) premiums.

-36-

5. The University reserves the right to require an employee on an unpaid medical leave of absence to furnish a doctor's certificate concerning suitability for work and the University also reserves the right to require an employee to submit to a medical examination by a University-appointed doctor to determine their suitability for work.
6. An employee failing to return to work from an unpaid leave of absence upon its expiration will be considered to have quit without notice. If there were extenuating circumstances beyond the control of the employee, as determined by the University, and the employee notified the University prior to the expiration of the leave, the University may extend the leave, but not beyond the maximum six (6) month period.

B. Maternity Leave

A female bargaining unit employee who has successfully completed her probationary period is entitled to an unpaid maternity leave of up to eight (8) weeks for the purpose of giving birth. Additional leave up to six (6) months may be granted under the Personal Leave provision of this Article. Additional time off may be granted under the Vacation article of this Agreement.

-37-

1. Notification of the employee's anticipated date of departure for and intent to return from maternity leave shall be submitted to the employee's department head and the Office of Personnel in writing at least one (1) month in advance (except in cases of illness or emergency). The University shall acknowledge receipt of such notification within two (2) weeks.
2. Time spent on unpaid maternity leave will not be considered toward accrual of sick or vacation time.
3. While on unpaid maternity leave, an employee may make arrangements through the Office of Personnel to continue participation in University insurance benefit plans provided the employee agrees to pay all (100%) premiums.
4. During a maternity leave under this provision, an employee will continue to accrue seniority. Maternity leave under this provision will not constitute a break in service in computing seniority.
5. An employee on unpaid maternity leave may apply her accrued sick leave or vacation during her eight-week maternity leave.

C. Military Leave

A bargaining unit employee who is drafted, or who enlists in the United States Armed Forces, or who is called to active duty by the National Guard or other organized Federal or State reserve unit, will be granted such rights as required by law.

Bargaining unit employees who must fulfill an annual military training obligation as a member of the United States Armed Forces (including National or State Guard) are entitled to their regular salary less the amount paid to them by the military while on active duty for a period not to exceed two (2) weeks. The following must be adhered to:

1. Employees called for such military training must present official orders to their supervisor two (2) weeks in advance in order to be granted an approved leave of absence.
2. Upon return to work, employees must present to the Payroll section evidence of military pay received, so that appropriate compensation can be computed and any appropriate deductions made.
3. If an employee's annual military training extends beyond two (2) weeks in a calendar year, the additional time must be taken either as vacation or unpaid leave.

4. An approved military leave of up to fourteen (14) days will not constitute a break in service.
5. Vacation and sick time credit will accrue while on military leave only during the first thirty (30) days of such leave.

D. Jury Duty

Bargaining unit employees who must serve compulsory jury duty in an established Federal or State court will be granted an approved leave. Requests for such leave must be in writing, and be presented to the immediate supervisor accompanied by official notice from the court. For the period of jury duty, employees are entitled to the difference between their regular monthly pay and the amount paid to them by the court for jury duty. Immediately upon return to work, employees must submit a pay statement from the Clerk of Court to the Payroll Section through the immediate supervisor, so that appropriate compensation may be computed and any appropriate deductions made.

E. Benefits During Leaves

An employee on an approved leave with pay shall retain all benefits, but must make benefit contributions as normal. An employee on an approved leave without pay may continue participation in University insurance benefit plans provided the employee makes arrangements through the Office of Personnel and that the employee pays all (100%) premiums.

-40-

F. Sympathy Leave

In the event of death in the immediate family of a bargaining unit employee, absence from work with pay shall be granted for a period not to exceed three (3) days. The following must be adhered to:

1. The employee must notify his/her immediate supervisor of the death in the family.
2. Immediate family includes only the employee's spouse, parents, parents-in-law, grandparents, children, grandchildren, brothers, sisters, spouse of brothers and sisters, or members of the same household.
3. If, because of exceptional circumstances including travel considerations, an employee requires sympathy leave of more than three (3) days, such employee may request of his/her supervisor additional reasonable time off as follows:
 - (a) Time off to be charged as vacation time, contingent on the amount of vacation the employee has accumulated to date in accordance with Article 26, or charged to sick leave up to a maximum of three (3) days.
 - (b) Time off as leave of absence without pay.

-41-

4. Sympathy Leave in the case of the death of a close friend may be requested and granted as in Section 3 above.

ARTICLE 32

MBTA Pass Program

The University will make available to all employees in the bargaining unit the MBTA Pass Program as in effect.

ARTICLE 33

Credit Union

The University will maintain its current policy for deductions to the University Credit Union.

ARTICLE 34

University Facilities

Employees will be entitled to use University facilities, Case Center, Children's Center, and parking accommodations at prevailing rates and in compliance with the prevailing rules and regulations.

ARTICLE 35

Technological Change

The University shall notify the Union at the earliest practicable date, but no later than two (2) months in advance, of any introduction of automation or equip-

ment that will result in a reduction or displacement of bargaining unit employees or substantial changes in an employee's job. In the case of layoff or displacement of employees due to technological change, the University will endeavor to provide on-the-job or a paid training program of limited duration for the affected employees to learn to use the new equipment or skills for an alternate job within the bargaining unit. The University shall consult with the Union as to the terms and duration of the training program.

In the event that the employee fails to complete a training program satisfactorily, the layoff provisions of this Agreement shall apply.

ARTICLE 36

Contracting Out

All work customarily performed by Boston University with its own employees shall continue to be so performed unless in the sole judgment of the University it can be done more economically and/or expeditiously by employees of another employer or otherwise.

ARTICLE 37

Job Elimination

In the event that the University, in its discretion, determines that a job is no longer necessary due to lack of work or lack of funds, such job may be eliminated by the University.

The employee in such an eliminated job will be laid off in accordance with the Layoff procedure of this Agreement.

ARTICLE 38

Layoff and Recall

In the event the University should determine that a layoff is necessary, employees may be laid off in a job classification or department or University-wide, or by classification or seniority, without regard to grade. The University will notify the affected employees as soon as practicable after the decision to lay off is made.

The University will consider the following factors in effecting a layoff: skill, ability, qualifications, experience, performance and seniority. The determination of these matters shall be within the University's sole discretion.

Employees designated for layoff shall be entitled to apply for posted positions for which they are qualified and which most nearly match their qualifications, grade, and salary. The Office of Personnel will endeavor to give the employee special assistance in securing a position.

Employees must choose either to exercise their option under this plan or accept severance. Should there be no vacancies, an employee may be laid off and put on

a recall list not to exceed twelve (12) months, or may opt for severance. Any employee on layoff for twelve (12) consecutive months will be terminated and will not have recall rights.

ARTICLE 39

Severance Pay

A severance allowance equal to one (1) week's pay for each full year of service, or prorated for a fractional year of service, shall be paid to persons who:

- (a) Are involuntarily laid off and opt to sever themselves from employment;
- (b) Are on layoff for longer than twelve (12) months and are thus not eligible for recall;
- (c) Volunteer for layoff and accept severance rather than being placed on the recall list.

ARTICLE 40

University Closing

In the event that weather conditions warrant the closing of the University or shortening of the workday, the decision of the Associate Vice President for Administration will be conveyed to all schools and departments by the Office of Personnel in accordance with the procedure below:

1. During the day the decision to shorten the work schedule will normally be made by

3:00 p.m. Non-essential evening work will also be cancelled at the time notice is given to shorten the work schedule. When the University is to close early, the Office of Personnel will notify the following offices in order for them to pass the information on to their respective employees: All Vice Presidents, Deans, Directors, and the Director of Physical Plant. The University telephone switchboard will also be notified for informational purposes.

2. The decision to cancel work scheduled in the morning will be made by 6:00 a.m. If work is cancelled, the Associate Vice President for Administration will notify the radio stations WBZ, WEEI, WHDH, and WBUR; the University telephone switchboard; and the Director of Physical Plant. Employees shall receive their regular rates of pay for the time missed due to University weather closings and for time missed due to University closing caused by other exigencies until they are designated for layoff. Employees required to work during University closings will receive compensatory time off with pay equal to one-and-one-half (1 1/2) times the actual hours worked.

3. It is expected that during winter months employees will allow themselves extra time to arrive at work on schedule. Under unusually difficult weather circumstances, however, a grace period, not to exceed the first two (2) hours of an employee's workday, may be allowed following the beginning of the workday.

ARTICLE 41

Professional Development

The University and librarians recognize the necessity and benefits of a program of continuing education and professional development.

During the term of this Agreement, the University will allocate and spend funds for professional development of bargaining unit employees in the amount of \$13,000. Bargaining unit members will submit applications for use of this fund to the University Librarian for his/her approval. Permission for the use of this fund will not be unreasonably withheld. Uses will be restricted to fees, registration, reasonable meal expenses, and costs for conferences and activities of locally, regionally, or nationally recognized Library and information service organizations and institutions.

The University agrees to provide the work release time necessary for travel to, and attendance at, such approved activities.

Attendance at library related conferences, activities, and courses which are directly related to assignments of bargaining unit members may, from time to time, be required and paid for by the University. The selection of such conferences, activities, and courses, as well as the individual selected to attend, is within the sole discretion of Boston University. However, as both the University and the Union recognize that attendance at conferences, activities, and courses provides an opportunity for professional development, training, and study, the University agrees that the selection of bargaining unit members to attend such conferences, activities, and courses will be made equitably and nondiscriminatorily.

This Article is not subject to the grievance and arbitration procedures in this Agreement.

ARTICLE 42

Librarian Meetings

The Library Administration will hold open forum meetings every two (2) months with the bargaining unit staff. The general purpose of these meetings will be to discuss means to improve service to users of the Library and to discuss professional matters. Members of the bargaining unit staff will be given the opportunity to submit, for consideration, subjects for the agenda for each meeting. Additional meetings may be called during

the year by the University Librarian as he/she deems necessary.

ARTICLE 43

Duration of Agreement

This Agreement shall be in force and effect for the period beginning on June 1, 1984, and shall continue in full force and effect through May 31, 1986.

ARTICLE 44

Separability of Provisions

If any term, provision or condition of this contract is held by a court of competent jurisdiction to be unlawful, illegal or in violation of law, the parties will confer in an effort to agree upon suitable substitution. It is agreed that the invalidation through operation of law of any provision of this Agreement shall not affect any of the other provisions.

UNIVERSITY OF CALIFORNIA Professional Contract

AGREEMENT

This memorandum of understanding, hereinafter referred to as the "Agreement" is entered into by and between The Regents of the University of California, a corporation, hereinafter referred to as the "University" and the University Federation of Librarians, University Council - American Federation of Teachers, hereinafter referred to as the "UFL".

I. RECOGNITION

- A. The University recognizes the UFL as the exclusive bargaining agent for matters in the scope of representation for all librarians in the PERB-certified unit (SF-HR-17) at the University of California Berkeley, Davis, Irvine, Los Angeles, Riverside, San Diego, San Francisco, Santa Barbara, and Santa Cruz campuses, excluding employees designated as managerial, supervisory, and confidential and excluding all University of California student employees whose employment is contingent upon their status as students.
- B. The recognized unit may be modified by agreement of the parties pursuant to the rules and regulations of the Public Employment Relations Board. Any approved modification automatically becomes part of this Agreement.
- C. The terms "librarian" or "librarians" in this Agreement, whether specifically stated or not when used, shall refer to librarians who are in the bargaining unit covered by this Agreement.
- D. Any new librarian title shall be subject to meeting and conferring to determine bargaining unit status. If the University proposes to move an individual in the librarian series in or out of the bargaining unit, it shall give notice of such action to the UFL and, upon request, will meet and confer concerning the impact of the action. If the University proposes to create a new position in the bargaining unit, it shall give notice of such action to the UFL and, upon request, will meet and confer concerning the impact of the action. If the University proposes to create a new position in the Librarian Series outside the bargaining unit, it shall give notice to the UFL. If the parties are unable to agree, either party may pursue PERB procedures.

Table of Contents

Article	Name	Page
	Agreement.....	1
I	Recognition.....	1
II	Nondiscrimination.....	2
III	Management Rights.....	2
IV	Process for Promotion and Advancement.....	3
V	Personnel Files.....	4
VI	Transfer and Reassignment.....	6
VII	Layoff.....	6
VIII	Health and Safety.....	9
IX	UFL Rights.....	9
X	Release Time.....	11
XI	Dues Deduction.....	11
XII	Salary.....	13
XIII	University Benefits.....	14
XIV	Fee Waiver.....	14
XV	Per Diem.....	15
XVI	Professional Activities and Development.....	15
XVII	Temporary Appointees.....	16
XVIII	Leaves of Absence.....	16
XIX	Special Leaves of Absence.....	17
XX	Sick Leave.....	19
XXI	Vacation.....	20
XXII	Holidays.....	22
XXIII	Indemnity.....	23
XXIV	Corrective Action, Dismissal, Release.....	23
XXV	Grievance Procedure.....	26
XXVI	Arbitration.....	31
XXVII	Concerted Activities.....	33
XXVIII	Severability.....	34
XXIX	Waiver.....	34
XXX	Duration of Agreement.....	36

The unit shall INCLUDE:

Title Code	Job Title
3612	Librarian - Career Status
3613	Librarian - Potential Career Status
3614	Librarian - Temporary Status
3616	Associate Librarian - Career Status
3617	Associate Librarian - Potential Career Status
3618	Associate Librarian - Temporary Status
3620	Assistant Librarian - Career Status
3621	Assistant Librarian - Potential Career Status
3622	Assistant Librarian - Temporary Status
3633	Music Librarian
3635	Law Librarian
3637	Assistant Law Librarian

The unit shall EXCLUDE:

All management, supervisory, and confidential employees as defined by the Higher Education Employer-Employee Relations Act, and all UC student employees whose employment is contingent upon their status as students.

II. NONDISCRIMINATION

The provisions of this Agreement shall be applied to all members of the unit within the limits imposed by law or University regulations without regard to race; color; religious belief or non-belief; marital status; national origin; sex; sexual orientation; physical or mental handicap; medical condition (according to the California Fair Employment and Housing Act); political affiliation; union activity; or status as a Vietnam-era veteran or disabled veteran, or, because of age or citizenship. Complaints alleging unlawful discrimination are reviewable as grievances only if they allege a violation of a section of this Agreement which is subject to the grievance procedure and only to the extent that that section is reviewable.

III. MANAGEMENT RIGHTS

- A. The management of the University is vested exclusively in the University to establish, plan, direct, and control the University's missions, programs, objectives, activities, resources, and priorities including Affirmative Action plans and goals; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend, curtail, or discontinue existing methods, equipment, facilities and location of operations; to subcontract all or any portion of any operations; to determine or modify the number, scheduling, and assignment of

librarians; to establish or modify standards, duties, and responsibilities and maintain quality of performance; to establish and require librarians in the unit to observe the then current University rules and regulations and reasonable standards of conduct; to maintain order, and to impose corrective action or dismiss librarians in the unit; and to establish, maintain, modify, and enforce safety standards and programs. The foregoing enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived. Except to the extent limited by the express and specific terms of the provisions of this Agreement, the University has the right to make and implement decisions relating to areas including but not limited to those enumerated above.

- B. The University may continue any current policies and practices which do not conflict with the express written provisions of this Agreement.
- C. No management right shall be subject to the Grievance and Arbitration procedures of this Agreement.

IV. PROCESS FOR PROMOTION AND ADVANCEMENT

- A. Local campus procedures for peer review must include the following provisions:
 1. The Call for Recommendations for Academic Merit Increases, Promotions, Fourth (4th) Year Reviews, and Career Status Actions and the Calendar of Due Dates for the Appraisal and Review Process shall be issued and distributed every year to each librarian no later than thirty (30) calendar days prior to the first required action following the issuance of the Call. The Calendar shall be adhered to by all parties, except that provisions for reasonable extensions shall be developed.
 2. Each year, librarians shall be notified in writing of their status for review.
 3. A librarian has the right to request a review.
 4. A deferred review may be requested only when there is insufficient evidence to evaluate performance due to prolonged absence since the last personnel review.
 5. The final non-confidential contents of the review packet and, upon request, a summary of the confidential letters solicited for this review shall be given to the individual librarian for examination before the packet

is forwarded to the Peer Review Committee. The librarian shall have the opportunity to make copies of any non-confidential part of his/her review packet.

6. There shall be a Certification Statement signed by the individual librarian certifying that prescribed procedures have been followed and a Documentation Checklist listing the forms and documentation included in the review packet.
 7. If the review committee finds that it needs additional documentation to complete its work, such documentation may be added to the review packet after the librarian under review has been given copies of any non-confidential material added or, upon request, a summary of the confidential material in the file. No further documentation, other than the recommendation(s) of the Peer Review Committee(s) may be added to the review packet without the annotation of the Certification Statement.
 8. Review committees shall be established on each campus according to procedures developed to accommodate local campus needs.
 9. A librarian may request, for reasons set forth, that a person who, in the view of the librarian, might not objectively evaluate the librarian's qualifications or performance, not serve on his/her review committee.
 10. A summary of the confidential material in the review file may be requested by the librarian in writing at the conclusion of the review. The University shall comply with such a written request.
- B. Application of the Grievance and Arbitration procedures to this Article is limited solely to the failure to include the above provisions in local campus procedures. The only remedy available is thus limited to an order that such provisions be added to local campus procedures.

V. PERSONNEL FILES

- A. Access. An accessible personnel file is the official personnel file for employment and personnel actions which do not involve review, evaluation, and assessment activities. Librarians in the unit shall have the right of access to all non-confidential reports, documents, correspondence, and other material in their personnel file(s). Librarians in the unit shall be entitled to comprehensive summaries of confidential material, if any, in their personnel file(s).

- B. Right to Inspect. The University shall designate an office in which the personnel file shall be maintained. The University shall also designate an office with overall responsibility for personnel files. The office so designated will be the office to which a librarian in the unit would make a request to inspect his or her file(s). Librarians shall have the right to have a person of their choice accompany them to inspect their file(s) so long as the person chosen is not a supervisor, manager or confidential employee. Upon reasonable notice, the librarian in the unit, with or without a representative, may examine non-confidential material in the librarian's personnel file(s). Librarians may give written authorization to a representative to review their file(s) in their absence. The written authorization shall be valid for thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the librarian, whichever is shorter. The representative shall be entitled to examine all non-confidential material except that only the librarian may receive any comprehensive summary of confidential material if there is such a summary in the file. Records protected by recognized legal privilege and records exempted from disclosure by law may be withheld from the librarian and the librarian's representative. Subject to these exceptions, unsolicited documents shall not be confidential.
- C. Right to Copy Material. Under normal circumstances, within ten (10) working days of a written request, a librarian shall be given a complete copy of the requested non-confidential items in the personnel file and a listing of the types of confidential material within the file. If a written request for a summary of confidential material in a personnel file is received by the University, the request shall be fulfilled within thirty (30) working days, under normal circumstances. The University will provide the first copy of such material at no cost to the librarian in the unit. Subsequent copies will be provided at a cost of ten cents (\$.10) per page.
- D. Any non-confidential item placed in a personnel file shall be clearly identified as to its source or originator and its date of receipt by the University.
- E. A librarian in the unit may request, in writing, corrections or deletions of materials in his or her personnel file if the librarian believes the material is not accurate, relevant, timely, or complete. The request to the appropriate University official shall include the reason(s) for the correction or deletion. This statement shall become part of the librarian's file. Within thirty (30) calendar days, the University shall determine whether the request will be honored and so inform the librarian in writing. If the request is denied, the reasons shall be included in the written notice.

- F. Only authorized personnel shall have access to a unit member's personnel file. Such access shall be solely for official University business.
- G. Confidential material, legal privilege, and records exempted by law from disclosure shall be as defined in the California Evidence Code or by other statutes and relevant case law and shall not be subject to the Grievance and Arbitration procedures of this Agreement.

VI. TRANSFER AND REASSIGNMENTS

- A. Transfers. When a librarian in the unit is appointed in the Librarian Series at another campus of the University of California, the unit member shall retain career status, seniority for purposes of merit review and promotion, accrued sick leave, vacation, and retirement credits.

- B. Reassignment

- 1. Reassignment is defined as a change in working title or department of a unit member in the Librarian Series on the same campus.
- 2. A written description of the new assignment, including its duration if not indefinite, shall be given to the affected unit member.
- 3. When an involuntary reassignment is anticipated, the University will offer to meet with the unit member to discuss the proposed change.
- 4. Reassignment is not a form of corrective action and does not affect the rank, step, and career status of the librarian in the unit.

VII. LAYOFF

- A. Responsibility and Notice

- 1. The University shall determine when layoffs are necessary.
- 2. Ninety (90) calendar days before a proposed layoff is to be implemented, the University will notify the UPL of the intention to layoff librarians in the unit.
- 3. Within ten (10) calendar days after notification, the University will provide the UPL with relevant financial or other information related to the proposed layoffs on the affected campus(es).

- 4. Upon request, the University will meet with the UPL to discuss the proposed layoff(s).
- 5. A librarian in the unit shall be given written notice of the effective date, the type, and duration where appropriate, of a pending layoff at least sixty (60) calendar days in advance of the date of the layoff, except in case of an emergency layoff.

- B. Definitions

- 1. A layoff is a separation from employment because of budgetary reasons or lack of work. Layoffs may be temporary, indefinite, or emergency.
- 2. A temporary layoff is a layoff in which the University specifies a date for recall to work, but in no case shall the layoff be greater than six (6) months in duration.
- 3. An indefinite layoff is a layoff for which no date for recall to work is specified.
- 4. An emergency layoff is a layoff the need for which is unforeseen and sudden due to crisis or catastrophic act. An emergency layoff can be either a temporary or an indefinite layoff.

- C. Order of Layoff

- 1. If, in the judgment of the University, academic program, budgetary, or operational considerations make it desirable to curtail operations and/or to reduce the hours of the workforce, staffing levels will be reduced in accordance with this Article. Before laying off a librarian in the unit, the University shall attempt to avoid layoffs through attrition. If layoffs are still necessary, the University shall ask librarians in the unit who are willing to reduce voluntarily their percent of time on pay status what percentage of reduction is acceptable. If librarians in the unit voluntarily apply for leaves of absence without pay, early retirement, or transfers to vacant positions on campus, and the University is able to accommodate those requests programmatically, then the need to lay off librarians in the unit may be unnecessary. The selection of the function and title code(s) on a particular campus within which the staffing levels are to be reduced shall be at the discretion of the University.
- 2. The order of layoff for appointees in the librarian title codes shall be on the basis of special skill, knowledge, or ability that is essential to the operation of a library as determined by the University. When

there is no substantial difference in the possession of special skill essential for a particular purpose, seniority shall be taken into account as a factor in determining the order of layoff, with preference for retention accorded to Career Status Librarians.

3. If, in the sole discretion of the University, application of seniority would impair the University's ability to achieve or maintain affirmative action goals, objectives, or responsibilities, seniority need not be followed.
4. The University will endeavor to notify other campuses within the University of pending layoffs in an effort to find employment for a librarian who is faced with a layoff.

D. Seniority

1. Seniority is based upon the number of months of continuous service for the University at fifty percent (50%) or more of full time on pay status and is prorated accordingly. Employment at the University prior to a break in service shall not be counted.
2. Reemployment in a bargaining unit position within the period of right to reemployment, or return after an approved leave of absence provides continuity of service and continuation of previous seniority.

E. Reemployment

1. Whenever the University decides to fill a vacancy at the same or lower rank and step within the unit at the campus from which a unit member has been laid off, the unit member on layoff shall be reemployed provided:
 - a. the librarian on layoff is within one (1) year of being placed on layoff; and
 - b. the librarian on layoff is qualified for the position and available to begin work. If more than one qualified person is on layoff from the same campus, the order of reemployment shall be in inverse order of layoff, except that the librarian who possesses special skills may be reemployed regardless of order of layoff.
2. The University shall keep a roster of any librarians in the unit who have been laid off during the preceding twelve (12) month period. This list shall be updated monthly.

3. The right to reemployment terminates if a librarian in the unit:
 - a. refuses to respond affirmatively to University inquiries concerning the desire of the librarian to return to work; or
 - b. refuses an offer of reemployment; or
 - c. accepts an appointment in the Librarian Series in the University.

F. Temporary Librarians. Temporary librarians who are laid off shall have reemployment rights to positions in the same title codes coterminous with the original expiration date of their temporary appointment. No temporary librarian shall be reemployed while a career or potential career librarian with equal professional skills and knowledge for the maintenance of library services is involuntarily laid off.

- G. In the event of a grievance under this Article culminating in arbitration, to the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents.

VIII. HEALTH AND SAFETY

- A. The UFL and the University agree that the safety of each librarian in the unit is a concern of the employer and the union.
- B. The University agrees that it has the responsibility and will make reasonable efforts to provide, maintain, and supervise working conditions and equipment at all times and will comply with appropriate and applicable federal, state, and local statutes and regulations regarding health and safety conditions.
- C. It is also agreed that librarians in the unit are responsible for cooperating with all aspects of the safety and health program, including compliance with all rules and regulations for continuously practicing safety while performing their duties. Each librarian in the unit has the additional responsibility of reporting unsafe conditions or equipment to the appropriate University official.

IX. UFL RIGHTS

- A. Meetings. The UFL and the University designee(s), at the request of either party, shall meet to discuss problems of mutual concern. Up to three (3) UFL representatives shall

receive a reasonable amount of time, without loss of compensation, for meetings with Office of Labor Relations representatives. Whenever practicable, meetings concerning a local campus problem will be held on the affected campus.

- 64
- B. Master Employee Lists. Within thirty (30) calendar days after the execution of this Agreement, the University will provide the UFL with a list of all bargaining unit librarians, showing names, title codes, dates of hire, campus work address, and home addresses provided the librarians have agreed to release their home addresses. Where the home address has been shielded by the librarian, the University will supply a work address.
 - C. Master List Updates. On or before the tenth (10th) of each month subsequent to the establishment of the Master List, the University will provide the UFL notice of any changes to the information, the names of librarians who have resigned, retired, or have been terminated, as well as information on new hires.
 - D. Copies of this Agreement. Copies of this Agreement shall be prepared for printing by the University. As soon as practicable after a review of the material by the UFL, the University shall print the document. A copy of this Agreement shall be given by the University to each librarian in the unit, including any librarians in the unit who are hired after the effective date of this Agreement. Copies shall be made available to the UFL for purchase.
 - E. Use of Facilities. Subject to the campus time, place, and manner rules for employee organizations, the UFL shall be able to use general classrooms and meeting rooms when not in use for University purposes. Information tables may be used in accordance with the campus time, place, and manner rules for employee organizations. The UFL shall have the right to post union notices on bulletin boards in accordance with campus time, place, and manner rules. Such notices shall be no larger than 8.5 x 14 inches, shall contain the name or letterhead of the UFL and shall be dated. Such material may be removed after thirty (30) calendar days. No literature or other materials may be affixed to furniture, walls, floors, ceilings, elevators, stairways, light fixtures, doors, window coverings, or similar objects or fixtures. Distribution of materials shall be subject to the time, place, and manner rules of the campus and shall be made by librarians in the unit outside of their work time and during meal times.
 - F. Membership Solicitation. The UFL and its members shall not attempt to solicit or sign up members during work time.

- G. U. S. Mail Delivery. United States mail which is received by the University bearing a name and specific campus address will be distributed to the librarian in the unit in the normal manner.
 - H. Use of Mailboxes. In locations where employee mailboxes exist, the UFL may reasonably use such boxes in accordance with existing campus procedures.
 - I. Regents Material. The UFL shall be provided with agendas and supporting documentation for the meetings of the Board of Regents in accordance with current practice.
 - J. Information Requests. The University will provide the UFL with copies of the Academic Personnel Manual, local campus manuals or regulations related to academic employees, and updates and changes as they are distributed. UFL requests for personnel and budgetary information and reports relating to employment conditions of librarians in the unit shall be fulfilled to the extent required by law. One copy of the Academic Personnel Manual and the local campus manual or regulations related to academic employees will be provided without cost. The UFL will bear all appropriate costs associated with additional copies or other information requests.
 - K. UFL Leave. Subject to ten (10) working days' notice and the University's ability to accommodate such requests based upon operational needs, the University shall grant up to three (3) working days of leave without pay each year to UFL officers for UFL business. The six (6) UFL officers eligible for the leave are the Chair, Northern Coordinator, Southern Coordinator, Secretary, Treasurer, and Chief Negotiator.
- X. RELEASE TIME
- In accordance with ground rules for negotiations agreed to by both parties for this Agreement, four (4) members of the UFL bargaining team will be provided paid release time from work assignments to attend scheduled bargaining sessions for the purpose of negotiating reopeners and a successor agreement. The number of persons on release time may be subject to change under new ground rules adopted for negotiating a successor agreement.
- XI. DUES DEDUCTION
- A. Upon receipt of a written authorization by a librarian in the unit using a form provided by the University, the University shall deduct and remit to the UFL the standard initiation fee, periodic dues, and general assessments of the UFL until such time as the librarian submits written notification to the University to discontinue the

employee's assignments. The University shall calculate the amount to be deducted, based upon a percentage of the librarians' monthly gross salary. The University shall recalculate the dues deduction when changes in salary occur. The University shall recalculate the dues deduction when notified by the UFL that its dues formula has changed provided that the formula changes no more than once per fiscal year. The University shall also remit an alphabetical list showing the names of payees and the amounts deducted and remitted. The University shall process the librarian's dues deduction authorization or dues deduction withdrawal expeditiously. The transaction shall be completed no later than the second pay check after the receipt of the information by the University. The payroll deadline dates for each campus will be provided to the UFL.

B. It is specifically agreed that the University assumes no obligation other than that specified in Paragraph 1, or liability, financial or otherwise, arising out of the provisions of this Article. Further, the UFL hereby agrees that it will reimburse the University for any costs (\$10 per check charge and \$.07 per transaction charge) and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University hereunder.

C. If a librarian in the unit fails to fill out a dues deduction form correctly, the University shall assume no responsibility to correct such omission or error retroactively. The University shall return any incorrect dues deduction forms to the UFL as soon as the errors are detected. Once the funds are remitted to the designated representative of the UFL, their disposition thereafter shall be the sole and exclusive responsibility of the UFL. It is expressly understood and agreed that the UFL shall refund to the librarian any deductions erroneously withheld from an employee's wages by the University and paid to the UFL. In the event the UFL fails to refund such deductions within a reasonable period of time following notification of the error, the University will make such refund and deduct the amount from the amount due to the UFL.

XII. SALARY

Rank	Step	Normal Period at Salary	7/1/84 Annual	Scales Monthly
Assistant Librarian	I	one year	\$20,316	\$1,693
3620 Career	II	one year	21,216	1,768
3621 Potential Career	III	one year	22,356	1,863
3622 Temporary	IV	one year	23,520	1,960
	V	one year	24,828	2,069
	VI	one year	25,992	2,166
Associate Librarian	I	one year	24,828	2,069
3616 Career	II	one year	25,992	2,166
3617 Potential Career	III	two years	27,264	2,272
3618 Temporary	IV	two years	29,148	2,429
	V	two years	31,152	2,596
	VI	two years	33,372	2,781
	VII	two years (or--)	35,748	2,979
Librarian	I	two years	33,372	2,781
3612 Career	II	two years	35,748	2,979
3613 Potential Career	III	three years	38,136	3,178
3614 Temporary	IV	three years (or--)	42,000	3,500
	V	- -	46,260	3,855
			1/1/85 Annual	Scales Monthly
Assistant Librarian	I	one year	\$21,024	\$1,752
3620 Career	II	one year	21,960	1,830
3621 Potential Career	III	one year	23,136	1,928
3622 Temporary	IV	one year	24,336	2,028
	V	one year	25,692	2,141
	VI	one year	26,892	2,241
Associate Librarian	I	one year	25,692	2,141
3616 Career	II	one year	26,892	2,241
3617 Potential Career	III	two years	28,212	2,351
3618 Temporary	IV	two years	30,156	2,513
	V	two years	32,244	2,687
	VI	two years	34,536	2,878
	VII	two years (or--)	36,996	3,083
Librarian	I	two years	34,536	2,878
3612 Career	II	two years	36,996	3,083
3613 Potential Career	III	three years	39,468	3,289
3614 Temporary	IV	three years (or--)	43,464	3,622
	V	- -	47,880	3,990

XIII. UNIVERSITY BENEFITS

- 99
- A. Librarians in the unit who are eligible to participate in a number of retirement, health, dental, and other benefit programs participate to the same extent as other eligible non-Senate academic employees of the University.
 - B. The University's maximum monthly rates of contribution for health insurance and dental insurance shall be continued at least at current levels through June 30, 1985. Costs in excess of these amounts are to be paid by the unit members, normally through payroll deduction.
 - C. The parties agree to meet during September, 1984 to discuss the fringe benefit plans, coverages, benefit schedules, carriers, providers, premium rates, eligibility criteria, and employer/employee contributions, if any. The UFL understands and agrees that, except as provided below, the University may alter the coverage, rate of contribution, or the carrier of these plans during the term of this Agreement and that, if the University does so, such changes will apply to librarians in the unit eligible for benefits to the same extent as they apply to other eligible non-Senate academic employees at the same campus. The sole exception to the above shall be any alterations proposed by the University which affect only librarians in the unit, in which case the University agrees to meet and confer with respect to the proposed change.

XIV. FEE WAIVER

- A. Career and potential-career librarians in the unit appointed at fifty percent (50%) or more of full time, who are residents of the State of California, and who meet the admission requirements of the University, are eligible for a two-thirds (2/3) reduction of both the University registration fee and the University educational fee, for up to nine (9) units or three (3) regular session University courses per quarter, or up to six (6) units or two (2) regular session University courses per semester, whichever is greater. University extension courses are not included.
- B. Eligibility for partial fee reductions for other University courses is at the sole discretion of the University.
- C. Disputes arising from this Article regarding admission and residence requirements shall not be subject to the Grievance and Arbitration procedures of this Agreement.

XV. PER DIEM

For required travel on official University business, the University shall reimburse members of the unit for per diem. Mileage expenses shall be reimbursed whenever the librarian uses his or her personal car for such travel. Reimbursement rates shall be those provided to academic employees. The per diem rates are to be used for subsistence expenses unless actual, itemized expenses are approved by the University.

XVI. PROFESSIONAL ACTIVITIES AND DEVELOPMENT

- A. Librarians in the unit are required to devote their time and energies to service on behalf of the University. Certain commitments established by the University will involve specific schedules and obligations that shall be met by the unit member. Choice of other activities such as study, writing, research, public service, and requests to attend workshops, institutes, and conferences as well as the choice of professional organizations in which to be active, is left to the discretion of the individual librarian in the unit. There shall be reasonable flexibility and reasonable individual discretion for librarians in the unit in the use of University time so that they may function as academic appointees of the University of California.
- B. The University shall provide funding and opportunities for research, creative activities, and professional meetings, conferences, seminars, and workshops which shall be allocated and distributed on a competitive basis at the campus level. The mix of funding between research and other professional development activities may fluctuate from year to year according to individual campus needs.
- C. The University of California has allocated \$106,660 in various campus amounts for members of the unit to use for research, creative activities, professional meetings, conferences, seminars, and workshops.

1. The 1984-85 allocations are:

Berkeley	\$7,270
Davis	10,180
Irvine	21,810
Los Angeles	17,450
Riverside	11,415
San Diego	21,810
San Francisco	4,000
Santa Barbara	8,725
Santa Cruz	4,000

These funds will be available for distribution in accordance with the understandings of the parties.

2. A special University-wide research fund of up to \$21,810 shall be allocated by the Office of the President and distributed in accordance with the understandings of the parties. This fund may be used to support an individual research project, research involving more than one campus, joint support with one or more campuses of a research project, and other similar research ventures.
3. Any unexpended balances in the campus funds or the University-wide research funds will be carried over into the 1985-86 fiscal year.
4. Should the number of unit members increase during the 1984-85 year due to the on-going discussions between the parties, the amounts in the campus funds and the University-wide research fund will be recalculated accordingly.

D. In the event of a grievance under this Article culminating in arbitration, to the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents.

XVII. TEMPORARY APPOINTEES

67

Temporary Librarian Series appointees may apply for professional development funds, except that such funds may not be awarded to them for activities with a time duration longer than the terms of their appointments.

XVIII. LEAVES OF ABSENCE

A. Military Leaves

1. Compensation - A librarian in the unit shall be entitled to receive salary or compensation for a maximum of thirty (30) calendar days during one fiscal year while engaged in the performance of military duty provided the appointee has been in the service of the University for a full year prior to the commencement of the military leave.
2. Reserve Training Duty - Military leave of absence for the length of time of duty shall be granted to a librarian in the unit who is ordered to military reserve training duty. Paid leave is not granted for regular meetings or drills required to maintain reserve status; however, unpaid leave may be granted for such meetings or drills. Such military leaves shall not reduce accumulated vacation time.

3. Extended Military Leave - Extended military leave of absence without pay shall be granted to a librarian in the unit who enters the Armed Forces of the United States under the Selective Service Act (or a corresponding law) in accordance with applicable state and federal laws. Compensation, if any, and the right to return to employment shall be in accordance with applicable state and federal laws and the then current University policy. Whenever feasible, a person replacing an appointee who has been granted a military leave of absence for military service or defense work shall be appointed on a temporary basis to facilitate reappointment of the person on leave.

B. Jury Duty - A librarian in the unit shall be eligible for a leave of absence with pay to serve on jury duty. Upon receipt of initial notification for jury duty the librarian shall promptly notify the appropriate library administrator. Verification of actual service for jury duty shall be provided by the librarian to the appropriate University officer upon request.

C. Emergency Leave - An emergency leave with pay may be granted to a librarian in the unit by the University in the event of a natural catastrophe or emergency situation that places the health and safety of the librarian, or members of his/her immediate family or property in jeopardy. Such leaves shall normally be of short duration.

D. Witness Leave - When a librarian in the unit is attending administrative or legal proceedings on behalf of the University or is subpoenaed to appear as a witness in an administrative or legal proceeding, leave with pay will be granted for the actual time spent in proceedings and in related travel not to exceed the librarian's normal work day and work week. Leave with pay will not be granted when a librarian is a plaintiff or defendant in a proceeding unrelated to University employment, is called or subpoenaed as a paid expert witness not on behalf of the University, or is called or subpoenaed because of duties for another employer.

XIX. SPECIAL LEAVES OF ABSENCE

A. Governmental Agencies

1. A leave of absence without pay may be granted by the University to a librarian in the unit for service with a governmental agency. Full pay may be granted for leaves of absence of thirty (30) calendar days or less when the University determines that such leaves are appropriate and meaningful. Partial pay may be granted for leaves

of more than thirty (30) calendar days in exceptional cases when considerations of value to the University are involved.

2. Governmental agencies as used in this Article refers to an agency of the Federal government, the State of California, a county or city within California; or any part, section, subsidiary, or agency thereof.
3. No leave of absence with full pay will be granted by the University unless other librarians in the unit are able and willing without extra compensation to carry on the duties which the recipient of the leave is unable to perform while on leave.
4. A librarian in the unit may apply for a leave of absence by providing information dealing with the disposition of work during the proposed leave, the nature of the services to be rendered to the governmental agency, the amount of compensation to be received from the agency, the length of the leave, and the amount of compensation, if any, sought from the University.

B. Leaves of Absence Without Pay

1. A unit member may apply to the appropriate library administrator for a two-month leave without pay. The request shall be submitted at least six (6) months prior to the proposed leave with sufficient information to allow the University to make a decision. The leave shall begin and end within one fiscal year.
2. The librarian's application shall identify which two (2) months s/he wishes to be on leave. The two (2) months on leave shall be scheduled at a time mutually agreeable to the librarian in the unit and the University.
3. The unit member shall be advised in writing of the reason(s) for denial of a leave request and the reasons shall not be arbitrary, capricious, or unreasonable.
4. A two (2) month leave shall not constitute a break in service for purposes of computing seniority for layoff. Such leave shall also not affect consideration of the librarian for merit and promotion.
5. University-provided life insurance, University-sponsored health plans, University-sponsored dental coverage continues during the leave to the same extent and under the same conditions that would cover the librarian in the unit if s/he were not on leave. If possible, arrangements will be made to allow a librarian granted such leave without pay to receive salary payments during the leave without pay period.

6. Sick leave, vacation, holidays, seniority credit, and retirement credit are not accrued during months on leave without pay.

7. Other leaves of absence without pay may be requested by the unit member and may be granted at the discretion of the University under similar conditions provided such leave is not in excess of one (1) year and does not extend beyond June 30 of the academic year in which such leave is granted. A librarian in the unit who wishes to apply for these leaves shall submit a timely request with sufficient information to allow the University to make a decision.

C. Leave to Attend Professional Meeting. A librarian in the unit may be granted a leave with pay to attend a professional meeting or for University business. Request for such leave shall be made by the librarian in the unit who will provide the University with sufficient information concerning the specifics of the leave request so that a decision can be made. Request for such leave shall be made early enough to allow time for a reasoned decision.

D. Other Leaves With Pay. Other leaves of absence with pay may be granted to a librarian in the unit for good cause. Librarians who wish a leave of absence with pay shall submit a timely request for such leave with sufficient information to allow the University to make a decision.

E. This Special Leave of Absence Article does not establish a right of a unit member to receive a leave under this Article.

F. In the event of a grievance under this Article culminating in arbitration, to the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents.

XX. SICK LEAVE

A. Eligibility. Librarians in the unit on pay status for at least fifty percent (50%) or more of full time are eligible to accumulate sick leave credit based on the percentage of time on pay status up to a maximum of one (1) working day per month for full time service. Sick leave may be accumulated without limit. Sick leave is earned during leave with pay. Sick leave is credited at the end of the month it is earned.

B. Use of Accumulated Sick Leave

1. Librarians are expected to use sick leave in keeping with normally approved purposes--personal illness, disability, medical appointment, attendance to the

illness of a family member, or bereavement. Accumulated sick leave may be used for temporary disability related to pregnancy, childbirth, and recovery therefrom.

2. A librarian in the unit may be required to submit satisfactory proof of illness or disability.
 3. Sick leave shall not be used prior to the time it is credited nor shall sick leave be used beyond a predetermined separation date.
 4. Regularly scheduled days off and University administrative holidays shall not be charged against sick leave.
 5. While receiving injury or health compensation under the Worker's Compensation Act, an absent librarian in the unit may also receive sick leave benefits provided the total of the sick leave pay and worker's compensation does not exceed the employee's regular salary for the period.
- C. Reporting. Once a month, each librarian in the unit shall report sick leave used to the appropriate office. Once a month, the University shall report to each librarian in the unit on the accumulation and use of sick leave.
- D. Sick Leave Retirement Credit. Upon retirement, accumulated sick leave shall be converted to retirement service credit at the rate of .004 of a year (2,080 work hours in a year divided into 8 equals .00384 which is then rounded off) for each day of unused accumulated sick leave.

XXI. VACATION

A. Accumulation

1. Vacation accumulates at the rate of two (2) working days a month for full time service for members of the unit appointed for six (6) months or more. For part time librarians in the unit appointed at fifty percent (50%) or more of full time, vacation accumulates at a proportionate rate of full time credit. For part time librarians in the unit appointed less than fifty percent (50%) of full time, there is no vacation allowance.
2. Vacation allowance shall not accumulate during a leave of absence without pay. Vacation credit shall be accumulated by a librarian in the unit on a leave of absence with pay.
3. Vacation credit may accumulate to a maximum of forty-eight (48) working days.

B. Use of Accumulated Vacation

1. Accumulated vacation shall be used at a time or times in keeping with the program of work being conducted by the librarian in the unit, and approved by the designated University official. When a librarian is not able to use accumulated vacation because of the programmatic needs of the campus and the librarian's accumulation reaches the forty-eight (48) working day maximum, a one-time exception will be granted to allow the librarian to accumulate six (6) additional vacation days. Upon request of the librarian in the unit, the reason for denial of a vacation request shall be provided in writing.
2. Regularly scheduled days off and University administrative holidays shall not be charged against vacation time.
3. Except when a campus allows the use of anticipated vacation in times of holiday closures, a librarian in the unit may not anticipate vacation, that is, vacation is limited to the vacation time actually accumulated by the date set for the librarian's vacation.

C. Terminal Vacation Pay

1. A librarian in the unit who is resigning or otherwise leaving University service and who has been unable to use accumulated vacation time, shall be paid for vacation in an amount equal to the salary which would have been received for the vacation period if the librarian in the unit had continued in University service subject to the following restrictions:
 - a. terminal vacation pay may not exceed forty-eight (48) working days' salary;
 - b. a librarian in the unit who resigns within six (6) months after initial appointment is entitled to terminal vacation pay;
 - c. the last day of work shall be the effective date of termination except that a librarian in the unit who is retiring may use vacation up to the effective date of retirement.
2. A librarian in the unit who dies shall have his or her accumulated vacation credit paid to his/her designated beneficiary.

- D. Usage. A librarian in the unit with accumulated vacation credit who is granted extended military leave shall be paid for vacation credit through his/her last day of work.

- E. Reporting. Once a month, each librarian in the unit shall report vacation used to the appropriate office. Once a month, the University shall report to each librarian in the unit on the accumulation and use of vacation leave.

XXII. HOLIDAYS

A. Observance

1. The University observes the following days as administrative holidays:

New Year's Day	Thanksgiving Day
Third Monday in January	Friday following
	Thanksgiving Day
Third Monday in February	(or announced equivalent)
(or announced equivalent)	December 24 (or announced equivalent)
Last Monday in May	Christmas Day
Fourth of July	December 31 (or announced equivalent)
Labor Day	one administrative holiday to be selected by the University.

Unless alternate days are designated by the University, when a holiday falls on a Sunday, the following Monday is observed; and when a holiday falls on a Saturday, the preceding Friday is observed.

2. A librarian in the unit required to work on a holiday listed in paragraph 1 of this section shall be paid regular pay for the day. In addition, s/he shall receive time off equivalent to the time worked.
3. A librarian in the unit whose regular day off falls on a holiday listed in paragraph 1 of this section shall receive one (1) day off.
4. A librarian in the unit may observe a special or religious holiday by charging time off to accumulated vacation or leave without pay.

B. Eligibility

1. To be eligible for holiday pay a librarian in the unit must have been on pay status or on approved leave with pay on his/her last scheduled work day before the holiday and first scheduled work day after the holiday. New and rehired full-time librarians in the unit shall receive pay for any holiday immediately preceding their first day of work if the holiday is the first working day(s) of the month. A terminating full-time librarian

in the unit shall receive holiday pay for any holiday immediately following his/her last day of work provided the holiday is last working day(s) of the month. Librarians in the unit appointed at fifty percent (50%) or more of full time shall receive pro rata holiday pay.

2. This policy may be waived by the University at times of campus holiday closures.
3. Periods of academic recess are not regarded as holidays.

C. Usage

All time off with pay, mentioned in the above paragraphs, shall be scheduled at times mutually convenient to the librarian in the unit and the University.

XXIII. INDEMNITY

The University shall provide the defense and indemnification for a librarian in the unit sued on account of acts or omissions in the course and scope of his or her employment where required by the provisions of California Government Code section 995, et seq. (State Tort Claims Act). Disputes arising under this Article shall be subject to the Grievance but not the Arbitration procedures in this Agreement.

XXIV. CORRECTIVE ACTION, DISMISSAL, RELEASE

A. Definitions

1. Corrective action is a written censure or suspension.
2. Dismissal is the termination of the employment of a potential career or career status librarian in the unit initiated by the University for just cause.
3. Release is the termination of the employment of a temporary librarian in the unit prior to the completion of her/his appointment.

B. Grounds

1. Librarians in the unit may be subject to corrective action or dismissal for just cause. Corrective action or dismissal for just cause in this Article shall not be based upon academic judgments.
2. Release. Temporary librarians in the unit who are released prior to the conclusion of their period of appointment shall be given written notice and a right to an informal hearing under Section F-1 of this Article.

C. Written censure is a formal reprimand which must be delivered confidentially to the recipient. It is to be distinguished from an informal spoken warning, which is not an official corrective action. If a copy of the written censure is to be placed in the unit member's personnel file, the University shall provide at least five (5) calendar days' prior notice of the pending action in order that the librarian in the unit may request a conference with the initiator of the written censure. The purpose of the meeting is to discuss the reasons for the written censure and seek alternative resolution of the causes of the proposed action. If a copy of the written censure is placed in the librarian's personnel file, it shall be done according to procedures listed in Article V (Personnel Files) of this Agreement. If there is no recurrence for a period of one (1) year of the reasons which caused placement of the written censure in the librarian's file, the censure shall be returned to the librarian at the completion of the then current review cycle.

D. Interim suspension with full pay is a precautionary action, not a form of corrective action, which may be imposed when the librarian's continued assignment to regular duties will be immediately and seriously harmful to the continued and efficient operation of the library. The University will immediately provide written reasons for the interim suspension to the librarian affected. In any circumstance the University shall either reinstate the librarian or initiate corrective action procedures within fifteen (15) working days of the notification of interim suspension.

E. Notice

1. When required. The University may take corrective action without prior notice by imposing suspension without pay for five (5) working days or less. The University shall provide written notice, as described in Section E-2 below, of intent to discipline by suspension without pay for more than five (5) working days, or by dismissal.

2. Issuance and Content.

a. Issuance. Written notice of intent shall be given to the affected librarian in the unit, either by delivery of the notice to the librarian in the unit in person, or by placing the Notice of Intent in the United States Mail, certified, postage-paid, in an envelope addressed to the librarian's last known home address. Such personal delivery or mailing shall be conclusively presumed to provide actual notice of the intended action to the affected librarian. The University shall simultaneously send a copy of the notice to the UFL. It shall be the responsibility of each librarian in the unit to

inform the University in writing of his/her current home address and of any change in such address, and the information so provided shall constitute "the librarian's last known home address." Whether delivery is made in person or by mail, the Notice of Intent shall contain a "statement of delivery or mailing" indicating the date on which the Notice of Intent was personally delivered or deposited in the United States Mail. Such date of delivery or mailing shall be the "date of issuance" of a Notice of Intent.

b. Content. The notice shall:

- 1) inform the librarian in the unit of the intended corrective action and the effective date of the intended action;
- 2) provide the reason(s) for the intended action, including, where available, materials upon which the intended action is based;
- 3) inform the librarian of the right to respond, the right of his/her representation by the UFL or a person of his/her choice, the person to whom any response must be directed, and the fact that the librarian is entitled to an informal hearing to discuss the proposed corrective action; and
- 4) indicate that the University must receive (a) a written response within ten (10) calendar days, or (b) a written request for an informal hearing within ten (10) calendar days from the date of the mailing of the Notice of Intent.

F. Response to Notice

The librarian may have a review of the University's proposed corrective action by responding to the Notice of Intent either: (a) at an informal hearing; or (b) directly to the University in writing.

1. If an informal hearing occurs, it shall be conducted by the initiator of corrective action and/or an appropriate University official. The librarian in the unit is entitled to representation by the UFL or a representative of his/her choosing. The purpose of this informal hearing is to seek a resolution outside the formal grievance procedure. At the conclusion of the informal hearing or no later than five (5) working days thereafter, the University will provide the librarian in the unit with a written response stating its decision. If no resolution is forthcoming from the informal

hearing, a Potential Career Status or Career Status librarian may seek further redress through the formal Grievance procedure.

2. If the librarian responds in writing to the University in a timely manner, the University, in turn, will respond in writing to the librarian prior to the imposition of the corrective action. The University response will give reasons for any corrective action which is to be taken. Such action may not be more severe than that described in the Notice of Intent, but it may be less severe.

G. Appeal

1. A librarian in the unit may appeal a decision of the University to impose corrective action.
2. Within ten (10) calendar days of the issuance of the written response by the University in F above, the librarian may file a written notice of appeal in accordance with Step 3 Formal Review of the Grievance Procedure, Article XXV.

- H. Time Limits. Time limits for filing an appeal under the Grievance Procedure for corrective action shall commence when the University issues the Notice of Intent unless the librarian (a) requests an informal hearing, or (b) responds in writing. In these cases, the time limit begins when the University responds to the librarian with the University's decision as outlined in Section F.

XXV. GRIEVANCE PROCEDURE

A. Definition, Standing, Consolidation and Representation

1. Definition. A grievance is a claim that during the term of this Agreement the University has violated, misapplied, or misinterpreted certain Articles of this Agreement.
2. Standing. Except as otherwise provided in this Agreement, a grievance may be brought to the attention of the University through this procedure by a librarian in the unit or by the UFL. A grievance may not be brought through this procedure by the University.
3. Consolidation. Grievances brought by, or related to, two (2) or more librarians in the unit, and multiple grievances by or related to the same unit member, which concern the same incident, issue or course of conduct, may be consolidated for the purposes of this procedure; provided that the time limits described in this Article

shall not be shortened for any grievance because of the consolidation of that grievance with other grievances. Consolidated grievances may be severed. Consolidation or severance of a grievance shall occur by agreement between the librarian in the unit or the librarian's representative and the University.

4. Representation. A librarian in the unit grieving pursuant to this Article may be represented by him/herself or by any one person of the librarian's choice so long as that representative's duties at the University are not managerial, supervisory, or confidential within the meaning of the Higher Education Employer-Employee Relations Act. When a unit member is represented by the UFL, that representative may be assisted in meetings by other unit members or AFT staff. Whenever a representative other than an official of the UFL is to provide representation, the librarian in the unit shall provide written notice of such representation to the University. The University shall notify the UFL of any formal grievances filed where a UFL official is not chosen as the representative of the grievant.

- B. Step 1. Informal Discussion. As soon as practicable, the librarian in the unit shall discuss the grievance with his or her immediate supervisor. Informal resolutions, although final, shall not be precedential under this Agreement. Settlement offers made in the informal process shall be inadmissible in subsequent steps. An oral response may be given in the course of the informal discussion. If not, an oral response shall be given within five (5) working days following the informal discussion. If the complaint is not resolved through this informal discussion, the librarian may seek review as set forth below. Attempts at informal discussion do not extend the time limit to file for a formal review unless an extension of the time limit has been agreed to by the librarian in the unit or the librarian's representative and the University grievance officer, in writing, prior to the filing of the grievance.

- C. Step 2. Informal Review. Following completion of Step 1, the grievant may seek a review with a designated University official of the discussions held at Step 1 with a view to resolving the grievance. The same conditions stated in Step 1 shall apply to Step 2. The informal review shall take place within five (5) working days of the request. Attempts at informal review do not extend the time limit to file for a formal review unless an extension of the time limit has been agreed to by the librarian in the unit or the librarian's representative and the University grievance officer, in writing, prior to the filing of the grievance.

D. Step 3. Formal Review

1. Filing. A grievant who has completed Step 1 of this procedure may file a formal grievance as set forth in a-d below.
 - a. The grievance must be filed in writing on a grievance form agreed to by the parties provided by the University, and agreed to at a later time by the parties. This form provided by the University shall identify by name, title, and campus address the designated University official with whom the grievance must be filed (hereinafter, the "grievance officer").
 - b. The grievance officer must receive the written grievance within thirty (30) calendar days after the date on which the librarian in the unit or the UFL knew or could be expected to know of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of the librarian's separation from University employment, whichever occurs first.
 - c. Any grievance which is filed out of compliance with these time limits is waived by the grievant and the UFL. Attempts at informal resolution do not extend the time limit to file for a formal review unless an extension of the time limit has been agreed to by the librarian in the unit or the librarian's representative and the University grievance officer, in writing, prior to the filing of the grievance.
 - d. The written grievance must contain the following information:
 - 1) the specific section or subsection of the Agreement alleged to have been violated, misapplied, or misinterpreted;
 - 2) the action grieved and how it violated the above-described part of the Agreement;
 - 3) how the librarian was adversely affected; and
 - 4) the remedy requested.
2. Campus Review. Within fifteen (15) working days of receipt of the formal grievance, the grievance officer or his or her designee shall complete a review to determine the merits of the grievance. If either the grievant or the grievance officer requests a meeting,

one shall be conducted as soon as reasonably possible to discuss the grievance. If a meeting occurs, the grievant and/or the grievant's representative may be present. Also, the grievant or the grievant's representative shall be able to bring people to the meeting to present information about the grievance. The grievant is encouraged to present known evidence and contentions relevant to the grievance at this campus review. Contentions not made known by the parties at this time are inadmissible in subsequent stages of Step 3 Formal Review.

3. Initial Decision. The University shall render a written decision within fifteen (15) working days of the completion of the campus review. Notice to the grievant of the University's decision will be as set forth in a. and b. below.
 - a. For grievances where the UFL represents the grievant, the decision of the University shall become final within twenty (20) calendar days of the mailing of the decision to the grievant and the grievant's representative by the University, unless within that time, the grievant has appealed the decision to a designated University official.
 - b. For grievances where the UFL does not represent the grievant, the University will mail to the UFL a copy of the grievance and the proposed resolution. The decision of the University shall become final so long as the adjustment is not inconsistent with the terms of this Agreement and provided that the UFL has been given ten (10) calendar days to file a response. The University will then mail its decision to the grievant or the grievant's representative, if any. The decision shall become final within twenty (20) calendar days of the mailing of the decision to the grievant or the grievant's representative, if any, by the University, unless within that time, the grievant has appealed the decision to a designated University official.

E. Step 4 Final University Decision

1. The appeal shall be considered by the designated University official who shall render a final decision as soon as practicable, but not later than thirty (30) working days of the receipt of the appeal.

2. Copies of all final determinations shall be mailed to the grievant or the grievant's representative and the UFL. The University's determination shall become final twenty (20) calendar days after its mailing unless the UFL appeals to arbitration in a timely fashion.
3. Except by agreement between the grievant and/or the grievant's representative and the University, documents and communications related to the process of a grievance that are filed with the University shall be kept separate from the grievant's personnel files.

F. Time Limits. Any time limit herein may be extended by mutual agreement of the parties in writing in advance of the expiration of that time limit. If a University official fails to heed a deadline, the grievant may move the grievance to the next step in the process. Deadlines which fall on days which are not business days at the campus at which the grievance is filed will be automatically extended to the next business day.

G. Pay Status

1. Whenever a grievant or a grievant's representative who is a University employee attends a meeting to consider a grievance, and that meeting takes place at the University's request during the scheduled worktime of the librarian or the representative, then reasonable released time shall be granted to the grievant and/or the grievant's representative, provided that each such employee has arranged his/her absence in advance and the work needs of the library do not require the librarian's presence during the time in question.
2. One (1) UFL representative per campus may use up to four (4) hours per week on released time to process grievances provided that each such employee has arranged his/her absence in advance and the work needs of the library do not require the librarian's presence during the time in question.
3. Any other time spent by grievants or their representatives in meetings relating to grievances, and all other time spent in investigation and preparation of a grievance, shall not be on pay status.

H. Sexual Harassment Complaint Resolution Procedure

The UFL agrees that a librarian in the unit covered by this Agreement may elect to substitute a University Sexual Harassment Complaint Resolution Procedure for the Step 1 Informal Discussion described in this Article, provided that at the grievant's request a UFL representative may be present at the meeting on behalf of the grievant.

- I. The procedures described in this Article shall be the sole and exclusive means of resolving grievances related to this Agreement submitted by a librarian in the unit or the UFL with the exception of Sexual Harassment Complaint Resolution Procedure (H. above) and the Appeal procedure in Article XXIV, Corrective Action, Dismissal, Release. This does not preclude a librarian in the unit from seeking redress in an agency or court of competent jurisdiction for grievances which are not subject to the Arbitration Procedure in Article XXVI. Should a librarian institute any action before an agency or court of competent jurisdiction involving an issue which is being processed in the grievance procedure of this Agreement, the filing of the action outside the grievance procedure shall constitute an automatic withdrawal of the grievance.

XXVI. ARBITRATION

- A. An appeal to arbitration may be made only by the UFL and only after the timely exhaustion of Article XXV of this Agreement. The appeal to arbitration must be received by the designee of the Office of the President within twenty (20) calendar days of the mailing of the final University decision to the UFL (Article XXV E. Step 4). Proof of service must accompany the appeal to arbitration. In the appeal, the UFL must set forth the issues and remedies remaining unresolved. Absent resolution during this period, the designee of the Office of the President shall forward the grievance to arbitration within twenty (20) calendar days of the mailing of the appeal.
- B. Panel of Arbitrators
 1. The parties shall select a panel of arbitrators at a later date.
 2. In the event of a vacancy in the panel of arbitrators, such vacancy shall be filled by the parties within fifteen (15) calendar days if the parties agree that a replacement is necessary.
 3. The parties shall alternately strike one name each from the above list(s), the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator.
- C. Prior to arbitration, the UFL and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. When possible, the parties shall inform each other who shall be witnesses at least five (5) calendar days prior to the hearing.

D. Expedited Arbitration. The parties may agree to use an expedited form of arbitration. When the parties agree to use an expedited form of arbitration, the case shall be heard by the arbitrator at his/her earliest date. There shall be no transcript of the proceedings. Post-hearing briefs will be waived and the arbitrator will issue a written decision within ten (10) working days following the close of the hearing record. In all other procedures the arbitrator shall be guided by the American Arbitration Association Expedited Arbitration Rules where applicable.

E. Arbitration

1. The arbitration proceeding shall provide an opportunity for the UPL and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. The parties shall not seek to introduce new issues and allegations at the arbitration hearing which were not introduced during Step 3 Formal Review of the Grievance Procedure, Article XXV unless they were unknown at that time and could not have been discovered with reasonable diligence. Settlement offers made during the Grievance Procedure shall not be introduced as evidence in arbitration.
2. The arbitration hearing shall be closed unless the parties otherwise agree in writing.
3. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's decision will set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the University has violated the provision(s) of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement nor shall the arbitrator review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents.
4. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the librarian the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation from any source recognized by law as appropriate to offset such a remedy. The decision and award of the arbitrator, within the limits described herein, shall be final and binding upon the parties to this Agreement and the librarians in the unit.

5. The arbitrator's fees shall be borne equally by the parties. Concerning transcripts, the cost shall be equally borne by the parties, if a transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one party, that party shall incur the expense.

F. Extension of Time Limits. Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limit.

G. Pay Status. Upon advance request, the grievant, the grievant's representative, and witnesses called by the parties who are University employees shall be granted leave with pay to attend arbitration hearings and meetings convened by the University to consider grievances if such hearings and meetings occur during their regularly scheduled hours of work. Such leave with pay will be considered time worked. Time spent in arbitration hearings and meetings outside of a librarian's regularly scheduled hours of work is without pay.

H. Except as otherwise specifically provided, the University will not be liable on a grievance claiming back wages or other monetary reimbursement for:

1. any period of time during which an extension of time limits has been granted at the request of the UPL;
2. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the UPL; and
3. any period of time greater than thirty (30) calendar days prior to the date of the Informal Review, Step 2 under Article XXV, except for mathematical, calculation, recording, or accounting errors.

XXVII. CONCERTED ACTIVITIES

- A. During the term of this Agreement, or any written extension thereof, the University agrees that there will be no lockouts by the University.
- B. During the term of this Agreement, or any written extension thereof, the UPL, on behalf of its officers, agents and unit members, agrees that there shall be no concerted activities which would interfere with the operations of the University nor any strikes.

- C. During the term of this Agreement, or any written extension thereof, the UFL, its officers, agents, and unit members agree that they shall not in any way participate in, or lend support to, any strikes or concerted activities of any kind in violation of this Article.
- D. Any librarian in the unit who violates this Article may be subject to corrective action up to and including termination of employment. The UFL shall have the right to appeal any action constituting corrective action administered to a librarian in the unit by the University under this Article.
- E. Should any activities in violation of this Article occur, the UFL shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of such action or interference with the operations of the libraries. Such affirmative action shall consist of sending an immediate written notice to all unit members at their work and home addresses stating that they must cease their violation of this Agreement, and that they may be subject to corrective action up to and including dismissal.
- F. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

XXVIII. SEVERABILITY

- A. In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, or when an appropriate administrative agency has issued a final decision, such action shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet within thirty (30) calendar days upon request of either party in an attempt to reach an agreement on a substitute provision.
- B. In the event of a final judicial determination requiring the University to provide access to confidential material and/or to its internal campus mail system the parties agree to meet within thirty (30) calendar days upon request of either party in an attempt to reach an agreement on a substitute provision for the appropriate Article(s) of this Agreement.

XXIX. WAIVER

- A. The University and the UFL acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with

respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity.

- B. Although the memorandum of understanding constitutes the entire Agreement between the parties, the University and the UFL agree that certain specific policies and procedures related to:

1. Recruitment;
2. The Librarian Code of Professional Conduct;
3. The Librarian Series;
4. The application of the Academic Personnel Manual;
5. The Librarians Association of the University of California (LAUC);
6. Peer Review;
7. Professional Activities and Development;
8. Programs, Service and Technological Change; and
9. Review Packet Inspection

are not part of this Agreement. Upon the ratification and concurrence of this Agreement by the parties these policies and procedures shall become effective immediately as provisions of the Academic Personnel Manual (APM). The content of these policies and procedures shall be attached to and circulated with this Agreement. These policies and procedures shall remain in full force and effect unless or until modified by the University and LAUC. The UFL waives its right to meet and confer on these professional concerns for the duration of the Agreement; however, the UFL reserves its right to meet and discuss these matters with the University. In recognition of this the UFL further agrees that these matters are not subject to the Grievance and Arbitration Procedures in this Agreement, but the issue of compliance with the distribution of the contents and the inclusion in the APM are grievable and arbitrable. The processes for addressing these professional concerns are expressly understood by the parties to be outside this Agreement and are not intended to bear on or modify the terms of this Agreement in any way.

- C. Except as otherwise provided for in this Agreement, or upon mutual consent of the parties to seek written amendment thereto, the University and the UFL, for the term of this Agreement, each voluntarily and unqualifiedly waive the

right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not raised during negotiations or specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

XXX. DURATION OF AGREEMENT

- A. The terms and conditions of this Agreement shall remain in full force and effect until June 30, 1986.
- B. Each party shall have the opportunity to reopen the Agreement for the fiscal year 1985-86 subject to the public notice provision of HEERA. The University and the UFL shall each have the right to reopen the Agreement for the purpose of negotiating amendments to the provisions of the Salary Article and the University Benefits Article and not more than three (3) other Articles of this Agreement. Each party shall have the right to make amendment proposals related to the Article(s) designated for amendment by the other party.
- C. The requirements for the University and/or the UFL to reopen this Agreement are as follows:
 1. The UFL shall, no later than one hundred and twenty (120) calendar days prior to July 1, 1985, serve upon the Assistant Vice President, Labor Relations of the University in writing notice of its intent to reopen this Agreement. Included in such notice shall be the designation and identification by heading of not more than three (3) Articles in addition to the Salary Article and the University Benefits Article which the UFL intends to amend.
 2. The University shall, no later than ninety (90) calendar days prior to July 1, 1985, serve upon the UFL in writing notice of its intent to reopen this Agreement. Included in such notice shall be the designation and identification by heading of not more than three (3) Articles in addition to the Salary Article and the University Benefits Article which the University intends to amend.
 3. Timely notice as indicated in 1. and 2. above given by either or both parties to this Agreement shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Articles so specified.

4. Neither party shall have any obligation or requirement to negotiate on any provision of any Article not timely designated.
5. During the period of negotiations on Articles properly designated as reopeners, the terms and conditions of this Agreement, including those Articles designated for amendment, shall remain in full force and effect.
6. In the event that neither the University nor the UFL accomplish timely notice of intent to reopen, the terms and conditions of this Agreement shall remain in full force and effect until the expiration of this Agreement in 1986.
- D. Proposals for a successor Agreement shall be presented to the University by the UFL no later than February 1, 1986.

PROFESSIONAL and GOVERNANCE CONCERNS

Introduction

It is widely acknowledged that the University of California is a distinguished institution, one of the world's outstanding centers of learning. The libraries have contributed significantly to its excellence. In a very real sense, this reflects the quality of the librarians who develop and maintain the libraries' collections and services. Peer review, along with several other aspects of academic and professional activities, is at the heart of the University's ability to identify, reward, and nurture excellence in its midst. It is in the spirit of strengthening these traditional, proven foundations of excellence that the parties proposed various other professional governance mechanisms and academic practices be addressed separately from the Agreement.

The Legislature has recognized that joint decision making and consultation between the University administration and academic employees are long-accepted traditions of governance in institutions of higher learning and are important to the performance of the educational missions of such institutions. A stated purpose of the Higher Education Employer-Employee Relations Act is to preserve and encourage that process. The principle of peer review is specifically mentioned as a principle that shall be preserved. Further, in defining "employee organization," the Act states that an academic senate or other similar academic body shall not be considered an employee organization for the purposes of HEERA. Peer review, shared governance, and the activity of the Librarians Association of the University of California are important to the parties and recognized by the statute as being unique to academic employees.

In this first set of negotiations between the University of California and the University Federation of Librarians, the parties have an opportunity to increase creative involvement and dynamic problem solving of critical issues important to the parties. The document that follows represents the first attempt to codify certain procedures and principles for all. It embodies procedures that will evolve as the needs of the University and the librarians change. Success will depend upon the sense of trust and mutual dependency the parties have been able to develop in their brief bargaining history, the commitment of the University of California administration to implement these codified solutions, and the role LAUC assumes in the evolution of these processes.

LIBRARIAN SERIES

- A. Potential Career appointees in the Librarian Series are eligible for career status, merit increases and promotion through the ranks from Assistant Librarian to Librarian.
- B. A librarian need not assume administrative responsibilities in order to reach the highest rank.

NOTA BENE

The attached information concerning professional and governance concerns is being circulated with the Agreement between the University of California and the University Federation of Librarians. This material is not a part of the Agreement. This material became a part of the Academic Personnel Manual (APM) of the University of California in accordance with the understandings reached by the parties as stated in the Waiver Article of the Agreement. This distribution is for informational purposes to provide individuals with the textual changes in the APM until such time as revisions to the APM can be distributed later this fall.

- C. All librarians at a given rank and step shall be paid identical salaries, in accordance with the published salary scales for the Librarian Series, regardless of the presence or absence of administrative responsibilities.
- D. Temporary Appointees in the Librarian Series are expected to perform their duties with the same proficiency as the Career Status and Potential Career Status appointees in accordance with the terms of their appointment letters.

ACADEMIC PERSONNEL MANUAL

Those sections of the then current Academic Personnel Manual (APM) which apply to librarians will continue in full force and effect unless modified by these revisions of the APM.

LIBRARIANS ASSOCIATION OF THE UNIVERSITY OF CALIFORNIA

- A. The Librarians Association of the University of California (LAUC) shall continue to advise the University, the campus, and the library administration on the operations and policies of the libraries. One copy of each report filed by the LAUC President with the University will be forwarded by the University to the UFL.
- B. LAUC will not advise the University, the campus, and the library administration with respect to matters which are covered by the memorandum of understanding between the University and the UFL.

PROGRAM, SERVICE, AND TECHNOLOGICAL CHANGES

The Librarians Association of the University of California shall advise the University, the campus, and the library administration in the planning, evaluation, and implementation of any major program, services, or technological changes in the libraries of the University of California.

RECRUITMENT

The University, in accordance with campus procedures developed in consultation with the Librarians Association of the University of California, shall continue to recruit the most qualified librarians to fill professional positions on its staff. Open recruitment, which is essential to the selection of qualified librarians, shall occur for Career Status and Potential Career Status positions whenever the University determines that such positions are open for outside recruitment. Librarians currently employed by the University who apply for a vacancy shall be considered with all other applicants in keeping with the recruitment process as developed by the campus where the vacancy exists. Review Committee(s) will continue to participate in the appointment process.

PEER REVIEW

- A. Criteria for Promotion and Merit shall be those found in the Academic Personnel Manual sections 360-10 (b)(c)(d) and 210-4(e).
- B. Campus review procedures should ensure that all decisions and recommendations shall be based solely upon material within the review packet.
- C. The University shall invite LAUC to study the peer review process at the campus and University level and make recommendations, where appropriate, for improvement and refinement.

REVIEW PACKET INSPECTION

- A. A review packet shall be created for each librarian who is being considered for an academic merit increase, promotion, or career status action.

B. Access

The University shall designate officials on each campus who shall have overall responsibility for the review packet for librarians. Librarians who wish to inspect their packets would make a request through the office of the officials so designated. Such inspections shall take place before the start of the Peer Review Process or after the University's decision in the Peer Review Process.

CODE OF PROFESSIONAL CONDUCT

The Librarian Code of Conduct will be set forth in the Academic Personnel Manual after its development under the direction of the Librarians Association of the University of California. The "Administration of Academic Discipline", predicated upon the Code and including procedural safeguards designed to assure fairness in the academic process for written censure, suspension, and dismissal, will be set forth in the Academic Personnel Manual after its development under the direction of the Librarians Association of the University of California.

PROFESSIONAL ACTIVITIES AND DEVELOPMENT

- A. The University of California recognizes professional development of librarians as beneficial to the individual, the libraries, and the University. Professional development opportunities contribute to the professional growth of the librarian, enabling greater effectiveness as academic appointees and thus enhancing her/his service to the University.
- B. The Librarians Association of the University of California shall recommend procedures for the allocation of funds for research and creative activity, and procedures for the allocation of funds for attendance at professional meetings, conferences, seminars, and workshops.

Support Staff Contract

The New York Public Library Staff Members

LOCAL 1930

DC 37

UNION

Agreement Between
The New York Public Library
and Local 1930,
District Council 37
AFSCME, AFL-CIO

Published by
District Council 37, AFSCME, AFL-CIO
140 Park Place, New York, N.Y. 10007
Telephone 766-1000

130

TABLE OF CONTENTS

Articles	Page
I Recognition	5
II Non-Discriminatory Policy	9
III Union Security	9
IV Salaries	10
V Welfare and Education Plans ..	10
VI Pay Differentials	13
VII Disciplinary Procedure	13
VIII Grievance Procedure	15
IX Interpretation of Agreement ...	16
X Scheduling	17
XI Leave Regulations	17
XII Union Rights	21
XIII Union Officials	22
XIV Information to the Union	22
XV Automation	23
XVI Library Facilities	23
XVII Extreme Temperature Procedures	24
XVIII Promotions	26
XIX Classification	27
XX Transfer Policy	28
XXI Staffing	28
XXII Job Security	28
XXIII Union Committee on Staff Development	34
XXIV Past Benefits	36
XXV No Strike Clause	36
XXVI Personnel Data	36
XXVII Jury Duty	37
XXVIII Management Responsibilities ..	38
XXIX Death Benefit	38
XXX Economic Terms	38
XXXI Recall Procedure	43
XXXII Duration of Agreement	44
Letters of Agreement: Mandatory Retirement	45
Employment of Relatives	46
Letter of Information: Readers' Rights of Privacy	48

July 1, 1980 — June 30, 1982

131

Recognizing that The New York Public Library and its staff members mutually desire the best possible library services for its users, and whereas the Library collects, catalogs, preserves, and provides access to materials so that the Library may serve users today and in the future, this Collective Bargaining Agreement is entered into this 22nd day of April to be effective as of the first day of July, 1980, by and between THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATIONS, organized under the laws of the State of New York, hereinafter called the "Library," and LOCAL 1930 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, and DISTRICT COUNCIL 37 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union."

ARTICLE I—RECOGNITION

Section 1. The Library recognizes the Union as the representative of, and this Agreement shall apply to, the staff members in the Titles listed below, who have submitted check-off authorizations or who make required payments of dues directly to the Union pursuant to Article III of this Agreement, with certain exceptions involving supervisory or confidential positions:

Account Clerk
Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Audio Visual Technician (provided no other union presently represents the incumbents of this title)
Bookkeeping Machine Operator
Cashier
Clerk
Clerk (EEA, CETA)
Clerk Stenographer
Clerk Typist I
Clerk Typist II
Clerk Typist III
Clerk Typist IV (with exception)
Community Liaison Assistant
Community Liaison Assistant (EEA, CETA)
Computer Operator I
Computer Operator II
Computer Operator III
Computer Operator Trainee

Conservation Assistant
Conservation Specialist
Conservation Technician
Control Clerk
Documentation Clerk
Film Video Historian
Illustrator
Information Assistant
Information Assistant (EEA, CETA)
Keyboarder
Keypunch Operator
Librarian
Librarian I
Librarian II
Librarian III
Librarian IV
Librarian Trainee
Library Clerical Assistant I
Library Clerical Assistant II
Library Service Assistant I (EEA, CETA)
Library Service Assistant II (EEA, CETA)
Library Technical Assistant I
Library Technical Assistant II
Library Technical Assistant III
Library Technical Assistant IV
Master Typist
Office Appliance Operator
Personnel Assistant
Personnel Records Clerk
Principal Librarian
Programmer
Programmer Trainee
Proofreader
Public Relations Assistant
Purchasing Assistant
Secretary I
Secretary II (with exception)
Senior Clerk (with exception)
Senior Keyboarder
Senior Librarian
Senior Programmer
Senior Stenographer (with exception)
Senior Systems Analyst
Specialist I
Specialist II
Specialist III
Specialist IV
Statistical Clerk
Stenographer
Supervising Audio Technician
Supervising Clerk (with exception)
Supervising Keyboarder
Supervising Librarian

Supervising Proofreader
Supervising Stenographer (with exception)
Systems Analyst
Systems Analyst Trainee
Telephone Operator
Typist
Varitypist

The following positions comprise the exceptions excluded from the bargaining unit:

Clerk Typist IV
President's Office
Secretary II
Public Relations Office—Secretary to Chief
Secretary II
Director's Office
Secretary II
Business Manager's Office
Secretary II
Systems Analysis and Data Processing Office—Secretary to Chief
Secretary II
Personnel Office—Secretary to Assistant Personnel Officer (Employment and Placement)
Secretary II
Personnel Office—Secretary to Assistant Personnel Officer (Staff Benefits)
Secretary II
Preparations Services—Secretary to Chief
Secretary II
Humanities and Social Sciences Research Center—Secretary to Chief
Secretary II
Research Libraries Administrative Office
Supervising Clerk
Personnel Office—Employment and Placement Section
Supervising Clerk
Personnel Office—Personnel Records Section
Senior Clerk
Personnel Office—Employment and Placement Section
Senior Clerk
Personnel Office—Employment and Placement Section
Senior Stenographer
Office of The Branch Libraries—Secretary to the Coordinator of Administrative Services
Senior Stenographer
Bronx Borough Office—Secretary to Bronx Borough Coordinator
Senior Stenographer
Manhattan Borough Office—Secretary to

Manhattan Borough Coordinator
Senior Stenographer
Richmond Borough Office—Secretary to
Richmond Borough Coordinator
Supervising Stenographer
Mid-Manhattan Library—Secretary to
Chief
Supervising Stenographer
Office of The Branch Libraries—Secretary
to Assistant Director

For the purpose of this Agreement, the term "staff member" shall not include a person employed on a temporary basis or compensated on the basis of per diem, per hour, honorarium or lump sum contract.

Section 2. The Library agrees that during the term of this Agreement it will not recognize any other union as the representative of the staff members (as defined in Section 1). It is agreed by the parties hereto that nothing in this Agreement shall be construed as requiring any staff member to join the Union. The right of any staff member to join any union of his or her choice or to refrain from joining any union is recognized by the parties to this Agreement.

The Library shall not interfere with the right of any person in its employ to become a member of the Union if he or she so desires, and the Library shall not discriminate against, interfere with, or coerce any staff member because of his or her membership in the Union.

The Union shall not interfere with or coerce any person employed by the Library in any capacity with respect to Union membership. The Union shall not engage in collection of penalties or assessments, solicitation of members, or drives for membership during working hours. However, any District Council 37 staff member may confer with Library staff in branch library staff rooms during the staff members' own time provided there is no objection by other staff members present.

Nothing herein shall be construed to preclude or restrict the right of each person in the Library's employ, whether a member of the Union or not, to confer directly with the Library, or the right of the Library to confer directly with any such person, on any matter relating to terms and conditions of employment or otherwise.

ARTICLE II — NON-DISCRIMINATORY POLICY

The Library and the Union do not and shall not discriminate against any staff member or applicant for employment because of race, creed, color, national origin, age, sex, sexual preference, marital status (see Letter of Agreement, dated January 16, 1975, printed at end of this Agreement), or political affiliation, with respect to wages, hours, or any terms or conditions of employment, including but not limited to recruitment, employment, appointment, promotion, transfer, termination, and selection for training.

ARTICLE III — UNION SECURITY

Section 1. Effective with the signing of this Agreement, all staff members who are members of the Union and all staff members who subsequently join the Union, shall maintain their membership in good standing during the term of this Agreement.

Section 2. Effective with the signing of this Agreement, all staff members who are not union members shall decide within thirty days whether they wish to:

- a. Join the Union and pay the appropriate periodic dues required as a condition of membership in the Union
- or
- b. Decline to join the Union but pay to the Union a contract consideration fee equivalent to the appropriate periodic dues required of Union members.

A staff member who chooses neither of these options shall be dismissed from the employ of the Library.

Section 3. Staff members who are Union members paying appropriate periodic dues and staff members paying the contract consideration fee may cause the dues or fee to be paid by authorizing the withholding of the appropriate amount from their salary check via a check-off card system. In lieu of such check-off a staff member may make direct payment to the Union.

Section 4. Each staff member who elects the check-off system for payment of the periodic dues or the contract consideration fee shall submit to the Library's Payroll Office a check-off authorization on a form approved by the Library and the Union and distributed by the

Library to each staff member in a title covered by this Agreement. The Library shall thereupon submit to the Union a list of such staff members and their units, indicating the decision made by each staff member regarding check-off for membership dues or contract consideration fee.

Section 5. Any person appointed to a position in the Library after the signing of this Agreement, and during the remaining term of this Agreement, shall have thirty days from the date of appointment in which to decide whether to join the Union and pay the appropriate periodic dues or decline to join the Union but pay the equivalent contract consideration fee. The staff member shall record his or her decision on a form provided for this purpose. Any such person who chooses neither of these options shall be dismissed from the employ of the Library.

ARTICLE IV — SALARIES

With regard to salaries, this Agreement shall in all respects follow the terms of the applicable Labor Relations Orders implementing applicable agreements between District Council 37, representing the staff of The New York Public Library, and the City of New York regarding salaries of Librarian Trainee, Librarian, Senior Librarian, Supervising Librarian, and Principal Librarian; and the Library agrees to corresponding salary treatment for those positions paid from private funds in the titles of Librarian Trainee, Librarian I, Librarian II, Librarian III, and Librarian IV.

The Library shall continue to make every reasonable effort to expedite the payment of agreed-upon wage increases, overtime compensation, shift differential pay, premium pay, and approved staff member out-of-pocket expenses, and the Union shall be kept apprised of all progress.

The Library shall continue to make every reasonable effort to provide adequate notice of a staff member's salary garnishments.

ARTICLE V — WELFARE AND EDUCATION PLANS

Section 1.

a. To the extent permitted by law and specified in other sections of this Article, the Library agrees to provide a welfare plan which

shall match the "Health and Security" benefits available as a consequence of Article of 1980-82 City-Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO. Such benefits will be available to full-time salaried staff members, part-time salaried staff members, and retirees separated from payroll subsequent to June 30, 1970, in accordance with the eligibility and other regulations specified by the City of New York and/or District Council 37.

b. The Library agrees to continue to place contributions in an amount as provided in Article of the 1980-82 City-Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO for "Health and Security" benefits for City reimbursable staff and retirees from such staff into an account until either (1) the District Council 37 "Health and Security" Fund ceases to provide benefits to City reimbursable staff, in which case the Library may use such part of said sum as may be needed to provide that staff with the equivalent of the "Health and Security" benefits that existed at the time that the "Health and Security" Fund ceased to provide the said benefits; or (2) the other cultural institutions create a legally trustee fund, in which case the Library will participate in said fund for its City reimbursable staff, provided that the Library receives treatment in said fund for all purposes which is at least as good as the best treatment given to any other cultural institution.

c. Eligible staff members in City-reimbursable positions and retirees from such positions will file claim forms with and receive available benefits from the District Council 37 "Health and Security" Fund or its legally trustee successor as described in paragraph (b) above. All other eligible staff members and retirees will file claim forms provided by the Library and return completed forms to the Library for payment of claims by selected insurance carriers. The Library's drug benefits shall permit use of any pharmacy with the staff member reimbursed for costs over seventy-five (75) cents for each prescription in accordance with the schedule of the District Council 37 "Health and Security" Fund or its legally trustee successor.

d. District Council 37 shall provide written advice which specifies the benefits available to eligible persons on and subsequent to July 1,

1978, as well as pertinent regulations and shall report similarly in writing any revisions adopted during the period of this Agreement. Sufficient time, not to exceed four (4) months following receipt of such written notice, shall be allowed the Library for the implementation of any new or revised benefits.

e. Subject to conditions imposed by the respective carriers for group participation, staff members who work at least 17½ hours per week but less than 20 hours per week shall as a group be entitled to pay for their own health insurance for health plans presently provided to full-time staff members. The Library shall have no obligation for premium contributions for such part-time staff members but shall receive such contribution from the affected staff members as a group and remit such contributions to the carriers.

Section 2.

a. For such period as the City provides the funds, the Library agrees to continue to place contributions (\$25 per annum per covered staff member paid monthly) for "Education Fund" benefits for City-reimbursable staff into an account until either (1) the District Council 37 "Education Fund" ceases to provide benefits to City reimbursable staff, in which case the Library shall use said sum of \$25 to provide a Tuition Refund Plan, the guidelines and procedures of which shall be determined by a six-member Joint Labor-Management Committee; or (2) the other cultural institutions create a legally trustee fund, in which case the Library will participate in said fund for its City-reimbursable staff, provided that the Library receives treatment in said fund for all purposes which is at least as good as the best treatment given to any other cultural institution.

b. For such period as the City provides the funds under Section 2(a) the Library agrees to continue to place contributions (\$25 per annum per staff member in previously covered private titles paid monthly) for "Education Fund" benefits for previously covered private titles into an account until either (1) the District Council 37 "Education Fund" ceases to provide benefits to previously covered private titles, in which case the Library shall use said sum of \$25 to provide a Tuition Refund Plan, the guidelines and procedures of which shall be determined by a six-member Joint Labor-Management

Committee; or (2) the other cultural institutions create a legally trustee fund, in which case the Library will participate in said fund for staff members in previously covered private titles, provided that the Library receives treatment in said fund for all purposes which is at least as good as the best treatment given to any other cultural institution.

ARTICLE VI — PAY DIFFERENTIALS

Section 1. Privately paid librarians shall be paid an educational differential of \$600.00 per year when they have, in addition to the graduate library science degree, a graduate degree from a recognized university. In the case of a degree awarded by a university outside the United States of America, recognition of this degree is subject to equivalency determination by the United States Office of Education. The Library will request City approval and funds for comparable treatment of City-paid staff in librarian titles.

Section 2. As long as the City of New York agrees to pay for shift differential as provided in the 1973-1976 City-Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO, the Library shall elect this coverage for those staff members on City budget lines, and the Library shall also provide, during such period, equivalent coverage for its privately paid staff members.

Section 3. Meal and car allowances and overtime shall be paid in accordance with the 1980-1982 City-Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO.

ARTICLE VII — DISCIPLINARY PROCEDURE

Section 1. This Article shall not apply to subject matters referred to in Section 12 of Article XXII (Job Security). Nothing in this Article shall prohibit the Library from taking appropriate non-disciplinary action with regard to physical or mental disability.

Section 2. Upon the decision of the Library to consider a disciplinary action of suspension, demotion, or dismissal against a staff member for cause, written notice of the charges and the time for a hearing shall be given in advance of such

hearing to the staff member. At the hearing, the staff member shall be entitled to be represented by the Union. Hearings to consider such suspension, demotion, or dismissal shall be held by the appropriate Department Chief or the Department Chief's representative and the designated representative of the Director.

Section 3. A staff member may be suspended immediately for up to fifteen (15) working days when there is reason to believe that the staff member presents an actual and continuous threat to persons or property or when there is reason to believe that the staff member has engaged in criminal conduct while on the premises. The staff member may also be suspended immediately for up to fifteen (15) working days when he or she twice explicitly refuses the same instructions from a supervisor or for failure to perform his or her duties by reason of other grossly disruptive conduct, including intoxication while on duty. The hearing referred to in Section 2 shall be held as soon as possible.

Section 4. Except for the provisions in Section 3 above, no suspension, demotion, or dismissal shall be imposed upon any staff member until the hearing provided for in Section 2 above has been held, a determination made and a copy of the determination in writing served upon the staff member, nor shall any suspension imposed at such hearing be in excess of thirty (30) working day. No staff member shall be fined as a disciplinary measure. Suspension without pay shall not be regarded as a fine.

Section 5. Within thirty (30) calendar days from the date of service of the determination after the disciplinary hearing, the Union, with the consent of the staff member, shall be entitled to appeal the decision of the hearing officers to the Director at Step 4 of the grievance procedure for those staff members with trial, provisional, and regular appointments and, if the staff member has a provisional or regular appointment, through the remaining higher grievance procedure steps, including arbitration provided, however, that matters pursuant to Section 12 of Article XXII regarding the non-renewal of a provisional appointment or the refusal to extend a provisional appointment or the refusal to grant a regular appointment at the appropriate time shall not be sub-

ject to the provisions of this disciplinary procedure Article or to any appeal, grievance or arbitration pursuant to this Agreement or otherwise.

ARTICLE VIII — GRIEVANCE PROCEDURE

Step 1:

A grievance should first be discussed with the immediate supervisor and, if not resolved by that supervisor, shall then be discussed within sixty (60) working days of the occurrence of the problem with the staff member's branch librarian, division chief, or other unit head. If the staff member desires to be accompanied by a steward and/or other Union representative, an appointment must be made in advance; the unit head will schedule a meeting within three (3) working days and will attempt to adjust the grievance during the second subsequent working day. At this step, a written statement of the grievance is preferred but not required. A written decision on the grievance, if deemed appropriate by either party, will be released on the third subsequent working day. This step may be omitted by mutual agreement. Non-union members of the Library staff may avail themselves of the Library's grievance procedure.

Step 2:

It shall be presumed that the grievance has been satisfactorily resolved at Step 1 unless the staff member submits a written statement to the contrary to the supervisor or unit head at the next higher administrative level, if there is one below the Department Chief, within three (3) working days after the completion of Step 1. This supervisor or unit head will then schedule a meeting with the staff member and, if the staff member wishes, a steward and/or other Union representative within three (3) working days and will attempt to adjust the grievance during the second subsequent working day. A written decision on the grievance, if deemed appropriate by either party, will be released on the third subsequent working day. This step may be omitted or the time extended by mutual agreement.

Step 3:

It shall be presumed that the grievance has

been satisfactorily resolved at Step 2 (or at Step 1 if Step 2 is not applicable) unless the staff member submits a written statement to the contrary to the appropriate Department Chief within three (3) working days after the completion of Step 2. The Department Chief and the designated representative of the Director will conduct a hearing within seven (7) working days of receipt of such written statement, and a written response will be released to the staff member within seven subsequent working days. The staff member may be accompanied at this step by a steward and/or other Union representative. This step may be omitted or the time extended by mutual agreement.

Step 4:

It shall be presumed that the grievance has been satisfactorily resolved at Step 3 unless the staff member submits a written statement to the Director appealing the Step 3 decision within five (5) working days. The Director, or his or her designated representative, will then, if he or she deems it necessary, conduct a hearing open to those eligible to attend the hearing at Step 3 and the decision shall be rendered in writing within ten (10) working days.

Step 5:

Appeals from an unsatisfactory decision at Step 4 may be brought by the grievant to impartial arbitration within fifteen (15) working days of receipt of the decision by referring the grievance to the American Arbitration Association, the arbitrator to be selected in accordance with the rules of the American Arbitration Association. In this arbitration step, the entire case, in all its aspects, both procedural and substantive, shall be before the arbitrator. The cost of such arbitration shall be borne equally by the grievant and/or his or her representative and the Library. The decision of the arbitrator shall be final and binding.

ARTICLE IX — INTERPRETATION OF AGREEMENT

Any controversy between the parties concerning the interpretation of this Agreement will be submitted for arbitration and final and binding determination by the American Arbitration Association under its rules.

ARTICLE X—SCHEDULING

Section 1. Sunday and holiday work shall be scheduled, where possible, first on a voluntary basis, then on a rotation basis.

Section 2. Schedules shall be posted two (2) weeks in advance and may be changed by the Library because of unanticipated situations, including but not limited to, unanticipated requirements imposed by the City of New York, staff allocation problems resulting from absences or budgetary changes, disruption of public transportation, or physical plant breakdowns.

Section 3. Staff members may request in advance of schedule making that they be given specific dates or hours free from work.

Section 4. When possible, the Library will not require a staff member to work every Saturday, except as a condition of appointment to a position. When scheduling allows, however, a staff member who wishes to work Saturdays shall be allowed to so do, provided no overtime will result.

Section 5. Staff members shall not be required to work involuntarily on a split-shift basis.

Section 6. On pay days staff members shall be given ten minutes in addition to regular breaks or ten minutes in addition to the lunch hour (the choice to be determined by the supervisor in relation to staffing needs) as excused time to cash their salary checks.

Section 7. In so far as practicable and where staffing permits, staff members shall not be required to work more than two consecutive hours at a public service desk.

Section 8. In 1980, the Library will close for the two-day period, Wednesday, December 24, 1980, through Thursday, December 25, 1980. In 1981, the Library will close for a three-day period, Friday, December 25, 1981, through Sunday, December 27, 1981. In 1980, the Library will grant a "bonus day" on December 24, 1980.

ARTICLE XI—LEAVE REGULATIONS

Section 1. Annual Leave

a. A combined vacation, personal business, and religious holiday leave with full pay, known as "annual leave," shall be granted to all staff members and such leave shall accrue in accordance with the following schedule:

NORMAL WORK WEEK SCHEDULE (In hours)	ANNUAL LEAVE					
	Less than 8 years		8-15 years		15 or more years	
	HOURS OF		HOURS OF		HOURS OF	
	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit
40 or more	160	13 20	200	16 40	216	18 00
35-39	140	11 40	175	14 35	189	15 45
30-34	120	10 00	150	12 30	162	13 30
25-29	100	8 20	125	10 25	135	11 15
20-24	80	6 40	100	8 20	108	9 00
17-19	70	5 50	88	7 20	95	7 55
15-16	60	5 00	75	6 15	81	6 45
10-14	40	3 20	50	4 10	54	4 30
Less than 10	NONE		NONE		NONE	

b. Staff members may take annual leave at a time of their own choosing during the prescribed vacation year as long as no staffing problem is created in the local unit. Where a problem in staffing exists, initial scheduling of annual leave within the local unit shall be approved on the basis of seniority within the title in the Library.

c. Upon presentation of verification, when a death in a staff member's immediate family occurs while the staff member is on annual leave, such time as is excusable for a death in the immediate family pursuant to LAM #7 shall not be charged to annual leave.

Section 2. Sick Leave

a. After one year of employment, staff members who have exhausted their accrued sick leave and annual leave and who have been absent from work for not less than five working days due to the same illness or injury shall be entitled to borrow not more than twelve (12) days of additional sick leave. In cases of terminations of employment of such staff members, pay for any such borrowed days not subsequently made up by working the appropriate time to make up such days may be deducted from the final pay check.

b. Sick leave may be cumulated without limit. Upon retirement with satisfactory service

the staff member shall receive 15% of accumulated sick leave in cash as part of his or her terminal leave payment.

Section 3. Combined Confinement and Infant Care Leave

a. A pregnant staff member shall be permitted to continue work for such period of time as she is physically capable of performing the duties of her position, and if there is any question on the part of the Library as to her physical capability, she shall be permitted to work if she secures the approval of her doctor.

b. Combined confinement and infant care leave of absence shall be granted for a maximum of 36 months to a staff member, male or female, who becomes the parent of an infant child (up to 3 years of age) either by birth or lawful adoption, provided however, that if both parents of such child are staff members of the Library only one of them shall be entitled to the leave as they choose. In the case of a pregnant staff member, such leave shall commence upon request and reasonable notification by the staff member to take such leave. For other staff members, upon request supported by documentation and reasonable notification, such leave shall commence immediately preceding or after the birth or adoption.

c. The staff member may elect to take one month up to a maximum of 36 months. Staff members who initially elect to take less than the 36 months maximum period of leave may elect to extend such leave by up to two extensions, each extension to be for a minimum of one year, provided that in no case shall the initial leave period plus the one or two extensions total more than 36 months. Any extension shall be upon written application of a staff member on combined confinement and infant care leave to the Personnel Officer 45 days prior to the expiration of the leave provided, however, that for initial leave of 60 days or less such application shall be made prior to the expiration of the leave by at least one day for each two days of leave.

d. At the commencement of combined confinement and infant care leave, a pregnant staff member shall be continued in pay status for a period of time equal to her accrued and unused sick and annual leave. Other staff on combined confinement and infant care leave shall be continued in pay status for a period of

time equal to their accrued and unused annual leave and compensatory time. Such time in pay status shall be included within the combined confinement and infant care period provided in Sections 3(b) and 3(c).

e. Health insurance shall be provided for pregnant staff members for the first four months of unpaid leave. In the event that the staff member does not return to work by the end of the fourth month of unpaid leave, the Library shall forward the necessary notice to the appropriate insurance carrier who notifies the staff member of the availability of an individual contract on a direct payment basis. For all other staff commencing combined confinement and infant care leave, the Library shall at the appropriate time forward the necessary notice to the appropriate insurance carrier who notifies the staff member of the availability of an individual contract on a direct payment basis.

f. A staff member upon written request to the Personnel Officer, shall be permitted to return to work at the end of the leave, provided that a formerly pregnant staff member is physically capable of performing the duties of her position. If there is any question on the part of the Library as to her physical capability, she shall be permitted to return to work if she secures the approval of her doctor.

g. At the conclusion of a scheduled combined confinement and infant care leave, the Library shall place the returning staff member in the same position, if available, or if not available, in a comparable position to that held prior to his/her leave until the original position is available.

h. In the event that a staff member who has requested a combined confinement and infant care leave wishes to return prior to the date specified in his/her request, the Library shall honor such request as soon as possible.

Section 4. Other

Reasonable lateness due to transportation slowdowns, weather conditions, or transportation strikes within the City shall be regarded as excused time. The staff member shall not be penalized by loss of pay or by overtime work as a result of the above conditions.

In each instance of an emergency closing due to conditions outlined above, during which part of the staff is released from duty and time excused, any staff member required by the Library to remain on duty shall receive equivalent compensatory time off.

ARTICLE XII — UNION RIGHTS

Section 1. In accordance with the regulations and procedures of The Branch Libraries Memorandum No. 40, the Union may hold membership meetings in the public meeting rooms of the Library.

Section 2. There shall be a bulletin board set aside specifically for Union material, including the Union's political material, in all branches where physical conditions permit (or a suitable substitute otherwise), except that in the following locations the following number of bulletin boards shall be located:

Central Building	5
Donnell Library Center	4
Fordham Library Center	2
Library and Museum of the Performing Arts	4
Mid-Manhattan Library	3
St. George Library Center	2
Schomburg Center for Research in Black Culture	2

All material to be posted must be submitted to the Director or Acting Director before being posted on the bulletin boards.

Section 3. Union material to be posted on bulletin boards may be distributed via the Library's interdepartmental mail system.

Section 4. When newly employed staff members are inducted, each staff member will be given an "Authorization for Payroll Deduction" card, an enrollment card for the appropriate Health and Security Plan, a copy of this Agreement, and an informative brochure descriptive of the Union, provided that the Union shall supply the Library with such cards, copies, and brochures for such purpose.

Section 5. The President of the Local or the designee of the President shall be notified in advance if the Library undertakes any special survey of staff functions. A special survey of staff functions is defined as an extensive study commissioned by the Library administration and carried out by either an individual or group already on the Library staff, or by an individual or group retained for this purpose from outside the Library staff. If a special survey of staff functions culminates in a written report and is made public, the Union shall receive a copy of the report prior to its public release. Any surveys of staff functions which

are ordinarily or routinely performed as part of the Library's administrative operations shall not be considered special surveys.

ARTICLE XIII — UNION OFFICIALS

Section 1. Staff members serving on the Union Negotiating Committee, up to seven in number, shall be excused from work without loss of pay for time spent negotiating working conditions and salaries with the Library administration and with the appropriate City agencies provided that such absences from duty shall be scheduled sufficiently in advance to as to allow the staff member's division or unit chief to avoid impairment of any services.

Section 2. One person designated as the Union President shall be granted complete excused time from library duties, while continuing on the Library payroll, in order to devote full time to Union affairs. Upon completion of the term of office as Union President, the Library guarantees resumption of the same position and grade held when granted excused time.

Section 3. Library Stewards shall be allowed time during working hours, subject to notification to the appropriate supervisor, to process grievances when a staff member requests third-part participation.

Section 4. Staff members of the Library who are officials of the Union shall be allowed, upon written notice, up to one week of leave with pay to attend Union conventions without charge to annual leave. This allowance will provide excused time for up to three officials once every two years.

Section 5. Upon appropriate and reasonable notice to the Library, Union officials shall be granted a reasonable number of leaves without pay to work on Union affairs.

Section 6. Staff members, on their own time, may attend Union meetings scheduled pursuant to Article XII, Section 1.

ARTICLE XIV — INFORMATION TO THE UNION

Section 1. In individual cases relating to transfer and retention of staff, specific information as to seniority will be made available to the Union upon written request.

Section 2. Copies of all Library Administrative Memoranda, Branch Libraries Memoranda,

Research Libraries Technical Memoranda, Research Libraries Special Memoranda, and Job Vacancy Descriptions shall be furnished to the Union.

Section 3. Appointments to any newly created special temporary positions of six months or less duration will be announced in Staff News. The Union will be notified of the short term extension beyond six months of any such special assignment.

Section 4. The Library and the Union shall continue to furnish each other, upon request, data maintained in the course of business which are relevant and necessary for the full and proper discussion and understanding of subjects under negotiation or for compliance with the terms of this Agreement.

ARTICLE XV — AUTOMATION

The Union shall be kept currently informed of the Library's program for automation. No staff member shall be involuntarily terminated or demoted as the result of the introduction of automation to the Library's services or procedures. When services or procedures are automated, the Library will make every effort to train staff members assigned to the performance of those services or procedures.

ARTICLE XVI — LIBRARY FACILITIES

Section 1. The Library agrees to provide all staff members with adequate, clean, safe, and sanitary working facilities in conformity with minimum standards of applicable law.

Section 2. Adequate supplies shall be made available in all Library washrooms.

Section 3. Where space permits, pay telephone facilities shall be made available to staff members for their reasonable use.

Section 4. The Library shall continue to make reasonable efforts to provide for the personal security of staff members working in buildings operated by the Library during the hours that such buildings are open to the public.

Section 5. A first aid kit, adequately marked, shall be provided in each Library building.

Section 6. No staff members shall be required to provide equipment or tools necessary for the performance of their job duties.

ARTICLE XVII — EXTREME TEMPERATURE PROCEDURES

Section 1. One THI indicator shall be located in the warmest public service area in each non-airconditioned branch library building and one each in the Main Reading Room, Room 316, and Room 80 of the Central Building. All air-conditioned units shall also be supplied with THI indicators. If the airconditioning breaks down and is not repaired within two hours, the staff shall be released in accordance with Section 2 as set forth below with respect to non-airconditioned units.

The warmest public service area in each non-airconditioned branch library building shall be determined by a committee including the branch librarian, a representative of Local 1930, and a representative of the Building Maintenance & Operations Office.

A staff member designated by Local 1930 in each unit shall be assigned the responsibility of inspecting the THI indicator and of reporting any reading of 80.2 to the supervisor in charge of the branch library building. Until July 31, 1981, in the Central Building, the staff member designated by Local 1930 shall report any reading of 80.2 to the supervisor of Room 316 (or to the librarian in charge of Room 315 when Room 316 is closed or to the librarian in charge of Room 80 when both Rooms 316 and 315 are closed). After July 31, 1981, in the Central Building, the staff member designated by Local 1930 shall report any reading of 80.2 to the supervisor of the one room (of either Room 315, 316, or 80) that a committee including a representative of management, a representative of Local 1930 and a representative of the Building Maintenance & Operations Office determines, based on the experience of July 1981, is the hottest (or, if that room is closed, to the supervisor of the one room of the remaining two that said committee determines is the next to the hottest; or when both rooms are closed, to the supervisor of the remaining room). Upon the report of a reading of 80.2, the steps noted below shall be taken.

Section 2. In a branch library building when the THI indicator reaches 80.2 or above one hour after the first professional or clerical staff member is scheduled to report for work, the librarian in charge shall notify the Borough or other appropriate office, shall release as many staff members as possible, and shall operate

with a skeleton staff. Skeleton staff shall be given compensatory time on an equal time basis. However, no staff member shall be excused or earn compensatory time prior to 12:00 Noon. Until July 31, 1981, in the Central Building when the indicator in Room 316 (or in the Main Reading Room when 316 is closed or Room 80 when both Rooms 316 and 315 are closed) reaches 80.2 or above one hour after the first professional or clerical staff member is scheduled to report to work, the supervisor shall notify the Office of the Director of The Research Libraries and the necessary steps shall be taken promptly to release as many staff members as possible and operate with a skeleton staff (including the public services, the office and technical service areas, or all of these) except in airconditioned areas. After July 31, 1981, in the Central Building when the indicator in the one room (of either Room 315, 316 or 80) that the committee referred to in Section 1 determines is the hottest or if that room is closed, the one room of the remaining two that said committee determines is the next to the hottest, or when both rooms are closed, the remaining room, reaches 80.2 or above one hour after the first professional or clerical staff member is scheduled to report to work, the supervisor shall notify the Office of the Director of The Research Libraries and the necessary steps shall be taken promptly to release as many staff members as possible and operate with a skeleton staff (including the public services, the office and technical service areas, or all of these) except in airconditioned areas. However, no staff member shall be excused or shall earn compensatory time prior to 12:00 Noon.

Section 3. When a THI indicator reaches 83.8 or above one hour after the first professional or clerical staff member is scheduled to report for work, the building affected may be closed after consultation with the Borough or other appropriate office. In the case of the public services and other essential services which are normally kept open in the Central Building, the skeleton staff remaining on duty shall receive compensatory time and a half off at a later time, except for those working in airconditioned areas.

Section 4. When the indoor temperature in any unit remains below 68 degrees for two hours prior to 12:00 Noon, the unit supervisor shall

obtain approval for transfer of staff to another unit or for release of staff on excused time with two hours additional compensatory time. When the indoor temperature remains below 68 degrees for two hours after 12:00 Noon, staff members shall be released on excused time with two hours additional compensatory time. Staff may be assigned to other units on succeeding days, if the emergency continues.

ARTICLE XVIII — PROMOTIONS

Section 1. There shall be no prearrangement or preselection in filling a vacant position by promotion to a title covered by this Agreement. Each such position at a promotional level shall not be filled until it has been duly advertised to the staff, except (1.) where a position has become excess because of decreases in the Library's income or reorganization of work, in which event the Library shall assign the incumbent of such an excess position to an appropriate position without advertising, and shall so advise the Union, and (2.) when a position has been advertised within the previous two months to the staff, and the Union has been advised.

Section 2. In filling a vacant position, selection shall be on the basis of specified eligibility requirements, including education, skills, experience, and personal attributes appropriate to the position. Seniority will be a factor only if all qualifications outlined above are equal among the applicants.

Section 3. The Library shall maintain a record of all positions for which it is recruiting. This record shall be available in the Staff Relations Office to any staff member of the Union.

Section 4. No applicant shall be denied a position because he or she lacks job skills or educational requirements which were not specified in the advertisement for that position.

Section 5. An applicant for a position shall be advised in writing as to the reasons for a rejection provided the applicant makes the request in writing. The Library shall make every effort to be as explicit as possible. The results of a test which is not confidential in nature will be provided to the applicant upon written request.

Section 6. Two branch library clerical assistants will be elected by and from the

Supervising and Senior Clerk groups to sit on the Advisory Board of The Branch Libraries when clerical promotions and related matters are on the agenda.

Section 7. A staff member who has been officially designated by the Library to serve in an acting capacity shall be appointed to that position after no more than six months of satisfactory full-time service in the acting capacity provided that the staff member has met the requirements for the position, there is no budgetary restriction prohibiting such appointment, and there is no incumbent on leave from that position.

ARTICLE XIX — CLASSIFICATION

Section 1. The job title of each library staff member covered by this Agreement shall be clearly defined in terms of function and salary in either "Memoranda to the Staff" (job advertisements), the "Scheme of Service" of The Branch Libraries, or other documents available to the staff.

Section 2. Staff members will normally be assigned duties appropriate to their classification titles. They may not be required to perform, to a substantial degree, duties formerly assigned to a higher or lower classification or duties which cannot reasonably be related to the job description of the positions they occupy. Exceptions will be permitted for training purposes, substitutions because of terminal, sick and annual leaves, and emergencies requiring the temporary reassignment of duties vital to the performance of the Library's functions.

Section 3. A staff member who is required to take a medical examination to determine if he or she is physically capable of performing his or her full duties and who is found not to be so capable shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of his or her disability. If a suitable position is not available, the Library shall offer him or her any available opportunity for transfer to another title for which he or she may qualify.

If such a staff member has ten years or more of retirement system membership service and is considered permanently unable to perform all the duties of his or her title and no suitable in-title position is available, he or she shall be

referred to the New York State Employees' Retirement System and recommended for ordinary disability retirement.

ARTICLE XX — TRANSFER POLICY

Section 1. No staff member may be transferred unless he or she has been given at least one week's notification, except for emergencies or proper cause. No staff member resident in Richmond, Bronx, or New York Counties shall be involuntarily assigned to work in a location which requires more than one hour scheduled running time.

Section 2. Transfer application forms shall be made available to staff and be processed through normal channels.

ARTICLE XXI — STAFFING

Section 1. A branch with a Supervising Librarian shall have a Senior Clerk position provided funds are made available by the City for such a position.

Section 2. In a title covered by this Agreement, the Library shall not unreasonably fail to fill during the period of terminal leave a position in The Research Libraries which has been vacated by retirement.

Section 3. The Library shall notify the Union in writing of any major revision of a class specification before advertising a particular position within that class.

Section 4. No staff member shall be laid off, involuntarily demoted to a lower classification, or receive a reduction in salary rate as a result of the use of volunteers or as a result of any contracting out of Library functions.

Section 5. Librarians in charge of neighborhood branches in The Bronx and Manhattan shall continue to have increased authority to recommend the hiring of pages, i.e., policies and procedures presently in effect in Richmond regarding the hiring of pages shall be extended to neighborhood branches in The Bronx and Manhattan.

ARTICLE XXII — JOB SECURITY

Section 1. Definitions—The following definitions shall apply to this Article:

a. **Trial appointment**—The appointment of a person to the staff of the Library for a term not to exceed one year, during which he or she

may be terminated at any time with or without cause.

b. **Provisional appointment**—The appointment of a person to the staff of the Library for a period not to exceed one year, during which he or she may be terminated for cause or because of a reduction in the number of authorized positions resulting from a decrease in the Library's operating budget or income, but at the end of which appointment the Library may decline to reappoint him or her whether with or without cause.

c. **Regular appointment**—The appointment of a person to the staff of the Library with indefinite tenure as defined in Library Administrative Memorandum No. 1, as revised February 18, 1957.

Section 2. Once a staff member has gained a regular appointment in the Library in one classification, he or she retains that status when he or she moves into another classification, except as provided in Sections 3b and 3c of this Article and with the requirement that upon promotion of a staff member, the supervisor concerned shall make a report, not later than the ninth month following promotion, on the work and suitability of the appointee in the higher grade and if the staff member has not proved satisfactory, he or she may be returned to his or her former position or to a position with a salary comparable to the former position.

Section 3.

a. Full-time staff members in the following titles shall be granted regular appointments following 18 months of satisfactory full-time paid service, comprised of a 12-month provisional appointment followed by a 6-month provisional appointment:

Community Liaison Assistant
Community Liaison Assistant (EEA, CETA)
Librarian
Librarian I
Librarian II
Librarian III
Librarian IV
Principal Librarian
Programmer
Programmer Trainee
Public Relations Assistant
Senior Librarian

Senior Programmer
Senior Systems Analyst
Specialist I
Specialist II
Specialist III
Specialist IV
Supervising Audio Technician
Supervising Librarian
Systems Analyst
Systems Analyst Trainee

b. Staff members in the Librarian Trainee title shall be granted regular appointments in the Library in a librarian title following

- 1) six months of satisfactory full-time, or full-time equivalent, paid service as Librarian Trainee,
- 2) the obtainment of the graduate degree in library science from an American Library Association accredited or New York State approved library school, and
- 3) thereafter one provisional appointment of 9 additional months of satisfactory full-time or full-time equivalent, paid service as a librarian, such provisional appointment in this instance to be provisional as to the title only.

Such a 9-month provisional appointment to a librarian title shall be granted upon the fulfillment of the requirements under subparagraphs 1 and 2 above, provided that budgetary restrictions do not prohibit the filling of a position for which the staff member qualifies.

c. Staff members in the Librarian Trainee title or the librarian title under Section 3b above whose provisional appointment is not renewed, who fail to secure the graduate degree in library science, or who are not granted a regular appointment as librarian after the 9-month provisional appointment as such shall revert to the title in which they hold a regular appointment in the Library, if any. Notwithstanding any other provision of this Article, a staff member in a Librarian Trainee position who has not previously held a regular appointment shall be granted a regular appointment in the Library following 18 months of satisfactory full-time, or full-time equivalent, paid service, such regular appointment to be in an entry level clerical title for which such staff member qualifies whether or not such staff member continues as a Librarian Trainee. Concurrently, staff members in the

Librarian Trainee title shall be granted a series of provisional appointments in accordance with the requirements of the "Librarian Trainee Work-Study Program."

Section 4. Full-time staff members in the following titles shall be granted regular appointments following 12 months of satisfactory full-time paid service, comprised of a single 12-month trial appointment:

Computer Operator I
Computer Operator II
Computer Operator III
Computer Operator Trainee
Conservation Technician
Keyboarder
Keypunch Operator
Library Technical Assistant I
Library Technical Assistant II
Master Typist
Proofreader
Senior Keyboarder

b. Full-time staff members in the following titles shall be granted regular appointments following 12 months of satisfactory full-time paid service, comprised of a single 12-month provisional appointment:

Conservation Assistant
Conservation Specialist
Information Assistant
Information Assistant (EEA, CETA)
Library Technical Assistant III
Library Technical Assistant IV
Supervising Keyboarder
Supervising Proofreader

Section 5. Full-time staff members in the following titles shall be granted regular appointments following 9 months of satisfactory full-time paid service, comprised of a single 9-month trial appointment:

Account Clerk
Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Bookkeeping Machine Operator
Cashier
Clerk
Clerk (EEA, CETA)
Clerk Stenographer
Clerk Typist I
Clerk Typist II
Clerk Typist III
Clerk Typist IV

Control Clerk
Documentation Clerk
Illustrator
Library Clerical Assistant I
Library Clerical Assistant II
Library Service Assistant I (EEA, CETA)
Library Service Assistant II (EEA, CETA)
Office Appliance Operator
Personnel Assistant
Personnel Records Clerk
Purchasing Assistant
Secretary I
Secretary II
Senior Clerk
Senior Stenographer
Statistical Clerk
Stenographer
Supervising Clerk
Supervising Stenographer
Telephone Operator
Typist
Varitypist

Section 6. Part-time staff members in the following titles shall be granted regular appointments following 18 months of satisfactory paid service, comprised of a 12-month trial appointment followed by a 6-month trial appointment:

Account Clerk
Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Bookkeeping Machine Operator
Cashier
Clerk
Clerk (EEA, CETA)
Clerk Stenographer
Clerk Typist I
Clerk Typist II
Clerk Typist III
Clerk Typist IV
Control Clerk
Documentation Clerk
Illustrator
Library Clerical Assistant I
Library Clerical Assistant II
Library Service Assistant I (EEA, CETA)
Library Service Assistant II (EEA, CETA)
Office Appliance Operator
Personnel Assistant
Personnel Records Clerk
Purchasing Assistant

Secretary I
Secretary II
Senior Clerk
Senior Stenographer
Statistical Clerk
Stenographer
Supervising Clerk
Supervising Stenographer
Telephone Operator
Typist
Varitypist

Section 7. Part-time staff members in the following titles shall be granted regular appointments following 36 months of satisfactory paid service, comprised of three 12-month provisional appointments:

Community Liaison Assistant
Community Liaison Assistant (EEA, CETA)
Librarian
Librarian I
Librarian II
Librarian III
Librarian IV
Principal Librarian
Programmer
Programmer Trainee
Public Relations Assistant
Senior Librarian
Senior Programmer
Senior Systems Analyst
Specialist I
Specialist II
Specialist III
Specialist IV
Supervising Audio Technician
Supervising Librarian
Systems Analyst
Systems Analyst Trainee

Section 8.

Part-time staff members in the following titles shall be granted regular appointments following 24 months of satisfactory paid service, comprised of two 12-month trial appointments:

Computer Operator I
Computer Operator II
Computer Operator III
Computer Operator Trainee
Conservation Technician
Keyboarder
Keypunch Operator

Library Technical Assistant I
Library Technical Assistant II
Master Typist
Proofreader
Senior Keyboarder

b. Part-time staff members in the following titles shall be granted regular appointments following 24 months of satisfactory paid service, comprised of two 12-month provisional appointments:

Conservation Assistant
Conservation Specialist
Information Assistant
Information Assistant (EEA, CETA)
Library Technical Assistant III
Library Technical Assistant IV
Supervising Keyboarder
Supervising Proofreader

Section 9. As an alternative to termination and to permit further evaluation of performance, an extension for up to six months of a trial or provisional appointment may be recommended by the Library, and if concurred in by the staff member involved, may be implemented. Such recommendation is at the exclusive discretion of the Library.

Section 10. A staff member shall be notified, prior to the expiration of a trial or provisional appointment, pursuant to the terms of Sections 2 through 9 of this Article, if a provisional or regular appointment is not to be granted.

Section 11. Termination during a trial appointment, the non-renewal of a provisional appointment, the refusal to extend a trial or provisional appointment, or the refusal to grant a regular appointment, or the refusal to grant a regular appointment at the appropriate time (see Sections 2 through 10 of this Article) shall not be subject to appeal, grievance, or arbitration pursuant to this Agreement or otherwise, and is the exclusive right of the Library.

ARTICLE XXIII — UNION COMMITTEE ON STAFF DEVELOPMENT

The Library shall meet periodically with a Union committee on staff development. The committee shall be consultative in nature, but may discuss substantive questions. It is designed to serve as an avenue of communication between the Union and the Library administration.

tion. The committee shall be guaranteed access, upon reasonable notice, to an officer of the Library.

Province of the Committee: The Library agrees to discuss promotion procedures, staff utilization (including public service schedules), performance standards, in-service training, staff orientation, service review format, and other related and appropriate topics with the committee.

Areas Outside the Province of Union Committee on Staff Development:

a. Policies governing the acquisition, organization and public use of Library materials, including without limitation those provided in the By-Laws of The New York Public Library, Article IV, Sections 6 and 7.

b. Salaries and other dollar benefits negotiated in bargaining between the City of New York and District Council 37, AFSCME, AFL-CIO and in bargaining between The New York Public Library and Local 1930, District Council 37, AFSCME, AFL-CIO.

c. All matters specified in this Agreement including, without limitation, grievances as set forth in Article VIII of this Agreement, and Management Responsibilities as set forth in Article XXVIII of this Agreement.

d. Powers of the Trustees of The New York Public Library which are contained in the Charter of The New York Public Library.

Union Membership on Committee: The Library shall meet with up to five Union members who shall be chosen by the Union as its representatives.

Administrative Officers of the Library to Meet with Committee: The Staff Relations Officer shall represent the President and the Director at all committee meetings. Other Library officers and staff members may be designated by the President, the Director, and the Staff Relations Officer to meet also with the Union committee.

Schedule of Meetings: As many as eight meetings per year may be held jointly by the Union committee and the Library's representatives. These meetings shall be held on library time, but Union members who may wish to meet in preparation for the regular meetings shall do so on their own time.

ARTICLE XXIV — PAST BENEFITS

Except as modified by the terms and conditions of this Agreement, current personnel rules and regulations are incorporated in this Agreement. Nothing contained in this Agreement shall be interpreted to take away any existing staff benefits.

ARTICLE XXV — NO STRIKE CLAUSE

During the effective term of this Agreement, there shall be no strike, no work stoppage, no slow-down, no picketing nor any other activity obstructing or tending to obstruct the operation of the Library or any of its branches by the Union or the staff members covered by this Agreement. Nor shall there be any lockout during the effective term of this Agreement.

ARTICLE XXVI — PERSONNEL DATA

Section 1. A staff member's personnel file or any file containing evaluative material, if any, about a staff member shall be available for his or her review, except that pre-employment information (such as references) and medical and legal reports received in confidence shall not be made available for the staff member's review.

Section 2. No evaluative material on a staff member's conduct, service, character, or personality will be placed in his or her personnel file or in any file containing evaluative material unless he or she has had or is given the opportunity to read it and is given a copy upon the staff member's request. The staff member's signature, preferably on the original copy, will signify that he or she has read the material, but it will not necessarily indicate agreement with its content. The staff member may comment about any of this material and his or her comments may appear on the original copy or separately for attachment to the specific item. If a staff member's terminal service review has not been processed at the time of departure, upon request a copy shall be mailed to a forwarding address.

Section 3. Except for matters specifically excluded in Section 1 above, a staff member shall, by appointment upon written request, be allowed to see any item in his or her personnel file or in any other file containing evaluative material about that staff member, and a staff member shall be entitled to receive a copy of any item in such file or files upon request.

Nothing in this Article shall be construed to allow one staff member (except for authorized supervisors) to see or receive a copy of any material about another staff member.

Section 4. There shall be no secret files of service reviews or of any other evaluative material, except for the material specifically excluded in Section 1 above.

Section 5. Service reviews shall be prepared only in the following instances:

- At the discretion of the Library until the staff member has been granted regular appointment,
- Once during each of the first five years after regular appointment,
- Within nine months after a staff member is transferred or promoted, regardless of length of service in the Library,
- On termination unless a service review has been prepared within the last year,
- When in the judgment of a supervisor, a staff member fails to meet job requirements, and
- Whenever requested by staff member not subject to annual review, a service review shall be prepared, but not more frequently than once a year.

However, a detailed service review on a staff member's performance need not be prepared if a complete service review has been submitted within the preceding three months.

Section 6. Except under binding legal process, the Library shall not furnish information on any staff member to any government or private investigatory agency without the knowledge and consent of that staff member. However, the Library will, as a service to staff members, verify employment pursuant to standard requests from banks and other credit institutions. The Library shall not make any evaluative comments regarding a staff member's job performance to the general public without the staff member's knowledge.

Section 7. To the extent possible, a staff member shall not be reprimanded except in private.

ARTICLE XXVII — JURY DUTY

The Library shall not require, but will permit a staff member to work while on jury duty. Staff members on jury duty shall be paid

their regular salary from the Library. Staff members on jury duty shall retain any monies given for carfare and lunch, but the Library shall receive the regular jury duty stipend, subject to a pro-rata reimbursement of such stipend for any hours worked in the Library on days when the staff member also performs jury duty. If all payment is contained in a single check, the Library will reimburse the staff member for carfare and lunch as well as any pro-rata amount due him or her.

ARTICLE XXVIII — MANAGEMENT RESPONSIBILITIES

The Library shall have all customary management responsibilities not otherwise limited by this Agreement, including the exclusive right to determine its services, staffing, and scheduling; the exclusive right to direct and control any and all persons employed by it; and the exclusive right, in accordance with the Library's current regulations, to hire, transfer, promote, demote, discipline, suspend, or discharge any such persons for any cause which, in the judgment of the Library, may affect the efficiency of its operations. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on staff members, such as questions of workload or manning, may be dealt with in collective bargaining.

ARTICLE XXIX — DEATH BENEFIT

As long as the City of New York agrees to pay a cash payment of \$25,000 to certain specified heirs and/or beneficiaries of those staff members on City budget lines who die because of an injury arising out of and in the course of employment through no fault of the staff members and in the proper performance of the staff members' duties, the Library shall elect this coverage as provided in Personnel Order No. 26/71 for such staff members in City-reimbursable positions. The Library shall also provide, during this period, equivalent coverage for its private paid staff members.

ARTICLE XXX — ECONOMIC TERMS

Section 1. Cash Payment.

a. A cash payment shall be earned and paid to qualifying staff members for services rendered during the year ending June 30, 1980,

provided that such staff members were in active or inactive service on June 30, 1980, as described below:

(i) A full-time per annum staff member shall receive all or a pro-rata share of \$1,500, all or such share to be based on the portion of the one year period July 1, 1979, to June 30, 1980, that the staff member was in active service, inactive service or a combination of both.

(ii) A staff member who is paid on a part-time per annum basis shall qualify for payments under this Section 1a based upon computations heretofore utilized by the parties.

(iii) Inactive service is defined for purposes of this Section 1 as including the following staff members:

(A) Those who are on a preferred or recall list.

(B) Those who are on approved leave.

(iv) The sums provided for in this Section 1a shall be paid in equal shares in each regular paycheck received by the staff member.

b. The payments provided for in this Section 1 shall be deemed included in the base rates of the applicable titles for all purposes (including but not limited to the calculation of benefits such as overtime, shift differentials and premium pay), except as otherwise expressly provided in Section 3b of this Coalition Agreement.

c. In no case shall the amount of Cash Payment under Section 1a exceed \$1,500.00 except for a staff member who holds an equivalent of more than one full-time job. This \$1,500.00 limitation shall not apply to the payment of benefits such as overtime, shift differentials and premium pay.

d. For purposes of this Section 1, a staff member who has been suspended:

(i) shall be deemed in active service if suspended with pay;

(ii) shall be deemed in active service if the staff member receives back pay for the period of such suspension; and

(iii) shall be deemed in inactive service if the staff member does not receive pay or back pay for the period of such suspension.

Section 2. Incorporation of Cash Payment Into Base Rates.

a. On the first day following the termination of this Agreement, staff members shall have their base rates increased by adding \$750 per annum based on computations heretofore utilized by the parties.

b. On the first day following the termination of this Agreement, the then existing base rates, and the minimum and maximum rates (including levels), if any, fixed for the applicable titles, shall be increased by adding \$750 per annum based on computations heretofore utilized by the parties.

c. The resulting increased rates shall be the basis for any general increase which may be effective on or after the first day following the termination of this Agreement.

Section 3. General Wage Increase.

a. (i) Effective July 1, 1980, staff members shall receive a general increase of 8% or \$900 per annum, whichever is greater.

(ii) Effective July 1, 1981, staff members shall receive an additional general increase of 8% or \$900 per annum, whichever is greater.

(iii) Part-time per annum staff members shall receive the increases provided in Section 3(i) and (ii) on the basis of computations heretofore utilized by the parties for all such staff members.

b. The general increases provided for in this Section 3 shall be calculated as follows:

(i) the general increase in Section 3a(i) shall be based upon the base rates (which shall include salary) of applicable titles in effect on the first day of this Agreement, exclusive of any payment under Section 1 hereof; and

(ii) the general increase in Section 3a(ii) shall be based upon the base rates (which shall include salary) of the applicable titles in effect on the first day of the second year of this Agreement, exclusive of any payment under Section 1 hereof.

c. The general increases provided for in this Section 3 shall be applied to the base rates, and the minimum and maximum rates (including levels), if any, fixed for the applicable titles.

Section 4. Salary Review Panel.

A tripartite Salary Review Panel composed of a member appointed by the Library, a member appointed by the Union and the third chosen by the other two members shall be established to review and make recommenda-

tions on the wage and salary rates of any privately-paid title (exclusive of Librarians) or occupational group for which there are both recruitment and retention problems. After signatory to this Agreement may initiate a review pursuant to this Section once on behalf of any title or occupational group by making a written application to the Salary Review Panel within 120 days of the date that this Agreement becomes final detailing the basis of its claim that a title or occupational group has both recruitment and retention problems. After receiving such application, the Panel shall make an initial determination as to whether there is sufficient basis to warrant further review. The Panel's initial determination not to proceed further shall be final. If the Panel decides to proceed, presentation shall be made by the parties on the merits and the proposed remedy. The Panel shall make its recommendations to the Vice President for Administration and Finance. The recommendations shall be final. Determinations and recommendations of the Salary Review Panel shall be by majority vote. The term of this Section shall be from the effective date of this Agreement to the date that there is final resolution of all applications submitted hereunder.

Section 5.

a. Should cash amounts deferred under Section 3c of Article XXX of the Agreement between the parties for the period July 1, 1976, to June 30, 1978, or any part thereof, be paid to employees of the City of New York, then the matter of such payments to all staff members covered under this Agreement shall be within the scope of the reopening provisions of Article XXXII of this Agreement.

b. Should cash amounts deferred under Section 3d of Article XXX of the Agreement between the parties for the period July 1, 1976, to July 30, 1978, or any part thereof, be paid to employees of the City of New York, staff members in the titles referred to in said Section 3d shall be paid their deferred amounts in the same manner and to the same extent that deferred amounts are paid to employees of the City of New York. If payment of such amounts to employees of the City of New York is to be funded in whole or in part by the reduction of the costs of any benefits they receive, or by any other savings or increase revenues, such reduction, savings or increased

revenues, or if applicable the equivalent, shall be made or accomplished to fund the payments to staff members.

Section 6.

a. Staff members in the following titles shall receive the following minimum salaries, effective on the dates set forth below, it being understood that affected staff members shall receive the minimum salaries or the general increase whichever is greater, but not both:

	Effective 10/1/78: Minimum	Effective 7/1/80: Minimum	Effective 7/1/81: Minimum	Effective 7/1/82: Minimum
Computer	\$ 8,241	\$ 9,141 (1st yr.)	\$10,041 (1st yr.)	\$10,791 (1st yr.)
Operator Trainee	\$ 9,241	\$10,141 (2nd yr.)	\$11,041 (2nd yr.)	\$11,791 (2nd yr.)
Computer Operator I	\$10,241	\$11,141	\$12,041	\$12,791
Computer Operator II	\$11,491	\$12,410	\$13,403	\$14,153
Computer Operator III	\$13,541	\$14,624	\$15,794	\$16,544
Programmer Trainee, Systems Analyst	\$11,276	\$12,178	\$13,152	\$13,902
Programmer, Systems Analyst	\$13,356	\$14,424	\$15,578	\$16,328
Sr. Programmer, Sr. Systems Analyst	\$15,411	\$16,644	\$17,976	\$18,726

b. Staff members in the following titles shall receive the following minimum salaries, effective on the dates set forth below, it being understood that affected staff members shall receive the minimum salaries or the general increase, whichever is greater, but not both:

	Effective 10/1/78: Minimum	Effective 7/1/80: Minimum	Effective 7/1/81: Minimum	Effective 7/1/82: Minimum
Library Technical Assistant I, Master Typist	\$ 9,086	\$ 9,986	\$10,886	\$11,636
Library Technical Assistant II, Keyboarder, Varytypist, Conservation Technician	\$ 9,841	\$10,741	\$11,641	\$12,391
Library Technical Assistant III, Conservation Assistant, Proofreader, Senior Keyboarder	\$10,866	\$11,766	\$12,707	\$13,457
Library Technical Assistant IV, Conservation Specialist, Supervising Keyboarder, Supervising Proofreader	\$12,841	\$13,868	\$14,977	\$15,727

c. The following promotional increases shall be in effect for the term of this Agreement, it being understood that a staff member shall receive on the date of his or her promotion either the minimum salary for the title to which such promotion is made, or the salary received or receivable in the lower title plus the specified promotional increase, whichever is greater, but not both:

	Promotional Increase
Library Technical Assistant I, Master Typist; Library Technical Assistant II, Varytypist; Conservation Technician, Keyboarder	\$500
Library Technical Assistant III, Conservation Assistant, Proofreader, Senior Keyboarder	\$550
Library Technical Assistant IV, Conservation Specialist, Supervising Keyboarder, Supervising Proofreader	\$600

Section 7. Any financial obligation, including but not limited to wages, COLA, and fringe benefits, incurred by the Library under this Agreement for staff members on New York City reimbursable lines, is expressly contingent upon reimbursement by New York City for these financial obligations; and, in the absence of reimbursement, said obligations are voided to the extent of such absence or reimbursement.

ARTICLE XXXI — RECALL PROCEDURE

Section 1. The Library shall make every effort to return all staff laid-off to the original position, grade, series, or other employment.

Whenever recall becomes possible, laid-off staff shall be recalled in inverse order of layoff and shall be:

- returned to the original position, but if this is not possible
- returned to the original grade, but if this is not possible
- returned to the original series, but if this is not possible
- made an offer of reemployment at the Library.

Section 2. When a laid-off staff member is returned to the original position or grade, his/her salary rate shall be the same as if he/she had never left his/her original position or grade.

When a laid-off staff member is returned to his/her original series, his/her salary rate shall be calculated as if the staff member had never left the series.

When a laid-off staff member accepts reemployment under Section 1(d) his/her salary shall be calculated as if all prior paid service were in the position in which reemployed or the minimum salary of such position, whichever is higher.

Section 3. A recall list of laid-off staff shall be maintained and a copy sent to the Union.

Section 4. "Seniority" as that term is used in LAM #1, Section VI, D, shall mean "time in generic series."

Section 5. A staff member's laid-off status shall terminate when he/she is returned at least to the original grade unless his/her salary is being funded by CETA.

Section 6. Whenever possible, the Union will be given 30 days notice before any layoff occurs.

ARTICLE XXXII — DURATION OF AGREEMENT

This Agreement shall take effect as of July 1, 1980, and shall remain in full force and effect until June 30, 1982.

In the event that any provision of this Agreement is found to be legally invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

It is agreed that upon thirty days written notice by either party there will be provided no more than three reopenings of the Agreement for a discussion of wages and hours.

It is agreed that, if and when Martin Luther King Day becomes a legal holiday in New York State, upon thirty days written notice to the Library by the Union, there will be provided one reopening of the Agreement for discussion of Martin Luther King Day being designated as a holiday at the Library.

It is agreed that, if and when the City of New York provides health insurance coverage to salaried, part-time staff members on publicly reimbursable budget lines with work schedules of 17½ or more hours per week on other than a temporary basis, upon thirty days written notice to the Library by the Union, there will be one reopening of the Agreement

for a discussion of such health insurance coverage for such staff members on both City-reimbursable and private budget lines.

This Agreement shall be deemed to have been automatically renewed for a period of one year unless the Union or Library submits to the other party to this Agreement written notice of a desire to modify the contract at least 60 days before the expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date at the beginning hereof.

Richard W. Cooper, Pres.

The New York Public Library
Astor, Lenox and Tilden Foundations

Marion Porro

Local 1930, American Federation of
State, County and Municipal
Employees, AFL-CIO

Victor Gotbaum

District Council 37, American Federa-
tion of State, County and Municipal
Employees, AFL-CIO

By: Alan R. Viani

LETTERS OF AGREEMENT

The following provisions are contained in letters from John Mackenzie Cory, Director, The New York Public Library, to Victor Gotbaum, Executive Director, District Council 37, American Federation of State, County, and Municipal Employees, AFL-CIO, and David R. Beasley, President, Local 1930, American Federation of State, County, and Municipal Employees, AFL-CIO.

Each letter has been signed and accepted.

1) Effective November 25, 1970, the mandatory retirement age for staff members of the Library shall be seventy (70) years of age.

2) It is agreed that the following policy established in 1956 shall not be superceded by the Library's and the Union's non-discriminatory policy concerning marital status (Article II—Non-Discriminatory Policy):

Employment of Relatives

I. Purpose

Close relationship to another staff member may make it difficult for an employee objectively to discharge his or her responsibilities to the Library. For example, in the appointment of new staff members, the preparation of service reviews, transfer or re-assignment of duties, and supervisory responsibilities involving a member of his or her own family, a staff member may be predisposed to act other than solely with regard to the best interests of the Library and of the individual. Relationship of a staff member to a general officer of the Library may similarly affect the attitude of the staff member's colleagues or supervisors. Certain responsible operations relating to the control of funds, personnel actions or records, investigations and the like, must be conducted with particular freedom from personal prejudice. For these reasons, it is the practice of the Library to place reasonable limitations on the appointment of members of the same family, and within those reasonable limitations to welcome relatives to the staff.

II. Definition

For purposes of this policy, a "relative" of a staff member is his or her spouse, child, son-or daughter-in-law, brother or sister, parent or parent-in-law. If residing in the same household as the staff member, the following will also be considered his or her "relative": grandparent, brother- or sister-in-law, niece, nephew, aunt or uncle. A legal guardian or ward, step or half-sister or brother, and a step-parent will also be considered a "relative."

III. Policy

- A relative of a staff officer of the Library, whether or not residing in same household, will not be employed or retained by the Library in any capacity.
- Relatives will not be employed or retained in the same branch, division, or comparable unit of organization, or in positions having the relationship of supervisor and supervised staff member.
- A relative of a staff member will not be employed or retained in any of the following offices:

Controller's Office
Staff Relations Office
Purchasing Office
Special Investigator's Office

d. No person related to another staff member shall be employed in any other position in the Library in which his or her relationship to another staff member may, in the interpretation of the Director, be contrary to the spirit and intent of this policy.

IV. Effect on Present Staff Members

- a. The provisions of the above policy will not adversely affect a staff member in his or her current position if his or her relationship to another staff member predates the establishment of the policy on February 27, 1956.
- b. If, subsequent to February 27, 1956, an infringement of the foregoing provisions arises from marriage or court order (e.g., for legal adoption), the Library will attempt to make adjustments by transfer or reassignment of duties. If an adjustment suitable both to the Library and the individuals affected cannot be made, resignation of one of the affected staff members will be required. This paragraph amends Library Administrative Memorandum Number 1, "Statement on Tenure."

V. Compliance

Any staff member who has a relative in the employ of the Library, or whose relative has applied for employment by the Library, is expected to report that relationship promptly to the Staff Relations Office.

LETTER OF INFORMATION

December 31, 1971

Mr. Victor Gotbaum, Executive Director
District Council 37, AFSCME, AFL-CIO
365 Broadway
New York, New York 10013

Dear Mr. Gotbaum:

On June 4, 1971, in a bargaining session between The New York Public Library and Local 1930, District Council 37, AFSCME, AFL-CIO, the Library reported to the Union that the Trustees of The New York Public Library were drafting a policy statement concerning intellectual freedom and readers' rights of privacy.

The Executive Committee of the Board of Trustees approved the following statement on August 9, 1971:

Reaffirming The New York Public Library's uninterrupted concern for intellectual freedom and for readers' rights of privacy, the Board of Trustees has stated that the Library would not disclose to anyone the names of or other information regarding readers, or identify materials called for or examined by them, except on a showing satisfactory to the Library's President, or his Deputy designated for the purpose, of (a.) paramount public interest or of (b) binding legal process.

Sincerely yours

John Mackenzie Cory
Director

A	Page
Acting capacity.....	27
Advisory Board	
Clerical representatives.....	27
Agency shop.....	9
Agreement	
Compliance.....	23
Duration.....	44-45
Interpretation.....	18
Renewal.....	44-45
Reopening.....	44-45
Deferred money (Computer titles).....	41
Annual leave.....	17-18
Accumulation.....	17-18
and death in family.....	18
Scheduling.....	18
Seniority in title.....	18
Appointments	
Acting.....	27
Denial of.....	34
Extension.....	34
Librarian trainees.....	30
Part-time.....	32-33
Provisional.....	29
Regular.....	29
Temporary.....	23
Trial.....	28-29
Arbitration	
Disciplinary procedure.....	14
Grievance.....	18
Interpretation of agreement.....	18
Limitations.....	34
Automation	
Demotion and termination.....	23
Information to Union.....	23
Training for staff.....	23
B	
Bargaining union.....	5-8
Exceptions.....	5-8
Benefits	
Death insurance.....	38
Disability.....	27-28
Drug.....	11
Education.....	12-13
Implementation of revised benefits.....	11-12
Maternity.....	20
Part-time.....	10-12
Past.....	36
Retirees.....	10-11
Welfare plan.....	10-12
Bonus Day.....	17
Bulletin boards.....	21
C	
Car allowances.....	13
Cash payment ("Bonus").....	38-39
Computation and eligibility.....	38-39
Incorporation into base rate.....	38-40
CETA	
Layoff status.....	44
Check-cashing time.....	17
Check-off.....	9-10
Authorization card.....	21
Classification.....	27-28

UNIVERSITY OF PENNSYLVANIA
Support Staff Contract

COLLECTIVE BARGAINING AGREEMENT

between

Local Union No. 590 affiliated with the
American Federation of State, County,
and Municipal Employees, AFL-CIO

and its

District Council Number 33

and

The Trustees of the
University of Pennsylvania

for

Designated Library and Archives Supporting Staff Classifications

November 1, 1979

Table of Contents

Article	Subject	Page
I	Purpose	3
II	Recognition	3
III	Seniority	4
IV	Union Security and Check-Off	7
V	Classification, Reclassification and Job Categories	8
VI	Rates of Pay	11
VII	Promotion	13
VIII	Grievance Procedure and Arbitration	17
IX	Representation	19
X	Discharge and Discipline	20
XI	Review of Performance	21
XII	Hours of Work	22
XIII	Overtime	23
XIV	Sick Leave	25
XV	Leaves of Absence	26
XVI	Leaves of Absence for Union Business	29
XVII	Vacations	29
XVIII	Holidays	31
XIX	Lunch Hours and Rest Periods	31
XX	Health, Welfare, and Education	32
XXI	Discrimination and Coercion	33
XXII	No Strike—No Lockout	34
XXIII	Miscellaneous	34
XXIV	Temporary Vacancies	36
XXV	Examination by Doctors	38
XXVI	Duration	39
Appendix A:	Job Category Descriptions	41
Appendix B:	Work Rules	55
Appendix C:	Understandings	57

AGREEMENT

Agreed to this 30th day of October, 1979 and effective November 1, 1979, between the Trustees of the University of Pennsylvania, Philadelphia, Pa., hereinafter referred to as the "University," and Local Union No. 590 affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, and its District Council #33. Local No. 590 is hereinafter referred to as the "Union."

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation, and understanding between the University and the employees covered hereby, to insure true collective bargaining, and to establish proper standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

RECOGNITION

Section 1. The University recognizes Local No. 590, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, and its District Council #33 as the exclusive representative of the supporting staff personnel of the University Libraries and the Archives and Records Center referred to in Section 3 of this Article.

Section 2. The Union recognizes that, except as specifically limited by this Agreement, the basic responsibility for management is reserved to the University.

Section 3. For the purposes of this Agreement, the terms "employee" and "employees" shall include the following job categories: Library Door Guard, Library Stack Attendant, Library Clerk, Library Typist, Senior Library Clerk, Slide Photographer, Audio Visual Assistant, Assistant Head of Stacks I, Library Service Assistant I, Bibliographic Assistant I, Assistant Head of Stacks II, Library Service Assistant II, Bibliographic Assistant II, Head Typist, Bibliographic Specialist, Head of Stacks, Evening Superintendent, Library Acquisition Bookkeeper, Head of Unit, Binding Specialist, Head of Photocopy Services, Head of Slide Collection, Circulation Department Faculty/Patron Liaison, and Circulation Computer Operations Assistant, and any new job category established under Article V, Section 2 of this Agreement.

Section 4. For the purpose of this Agreement, the term "working unit" shall be used to mean the following components:

In Van Pelt Library: Acquisitions Department; Circulation Input Section; Binding Section; Card Preparation Section; Cataloguing Department; Circulation Desk; Circulation Services; Mailroom; Music Listening Room; Furness Library; Interlibrary Loan Section; Library of Congress Cataloguing Section; Library Door Guards; Marking Section; Rare Books Department; Reference Desk; Reserve Desk; Searching Section; Serials Department; Stack Section; Periodicals Section; Microforms Section; Photographic Section and Reclassification Section.

In Biddle Law Library: Circulation Stacks; Acquisitions; Cataloguing; Reference.

In Fine Arts Library: Circulation; Technical Processing; Slide Collection.

In Lippincott Library: Circulation; Periodicals; Stacks; Technical Processing.

In Medical School Library: Circulation; Reference; Stacks; Technical Processing.

Other Departmental Libraries: Other departmental libraries will each be considered a working unit.

Archives and Records Center.

ARTICLE III SENIORITY

Section 1. Employees covered by this Agreement shall accumulate the following categories of seniority:

- a. University Seniority: length of service with the University.
- b. Library Seniority: length of service within the University Libraries or the Archives and Records Center.
- c. Working Unit Seniority: length of service within the working units defined in Article II, Section 4 of this Agreement.

Length of service above shall mean length of continuous service with the following qualifications applying to employees who have terminated and have been rehired:

- a. University Seniority. An employee who has terminated from a University position and has been rehired into a Library or Archives and Records Center position within a ninety (90) day period shall be considered to have University seniority from the employee's original date of employment with the University excluding any breaks of more than ninety (90) days in past service, those of less than ninety (90) days having been

bridged. An employee who has terminated from a University position and has been rehired into a Library or Archives and Records Center position more than ninety (90) days after the termination of the employee shall begin to accumulate University seniority as a new employee. One (1) year after being rehired, the employee's University seniority shall be bridged and University seniority previous to termination shall be added to that which has accumulated since the return of the employee.

- b. Library Seniority. An employee who has terminated from a Library or Archives and Records Center position and has been rehired into a Library or Archives and Records Center position within a ninety (90) day period shall have Library seniority for the purpose of promotion from the employee's original date of employment except for the intervening period and Library seniority without interruption from the date of original employment for all other applications of Library seniority. An employee who has terminated from a Library or Archives and Records Center position and has been rehired into a Library or Archives and Records Center position more than ninety (90) days after termination shall begin to accumulate Library seniority as a new employee. One (1) year after being rehired into the Library, the employee's Library seniority shall be bridged and Library seniority previous to termination shall be added to that which has accumulated since the employee's return.
- c. Working Unit Seniority. An employee who terminates from a Library or Archives and Records Center position and is rehired into the same working unit shall accumulate working unit seniority only from the date of being rehired.

Section 2. The Library Administration may employ students or part-time employees to fill positions and vacancies in job categories in the first and second classification levels as covered by this Agreement, or for other purposes as deemed necessary. Action under this Section shall occur only after the Director of Libraries or his designated representative has discussed such action and its implementation with the Union.

- a. Part-time employees who regularly work more than twenty (20) hours per week shall become members of the bargaining unit.
- b. Such part-time employees shall accumulate units of service on the basis of their hours and be paid on the basis of the classification rates.
- c. If such a part-time employee becomes a full-time employee, such part-time hours shall be accumulated and added to University, Library and Working Unit seniority as a full-time employee.

d. A position which is vacant because of the employee's being on leave may be filled by students or part-time employees. Similarly, the work of a position which has just been vacated and waiting to be permanently filled may be performed by students or part-time employees. If such vacancies occur in the summer, they may be temporarily filled on a full-time basis by student employees.

e. Students may be employed in the summer months to fill vacancies, to work on special projects, to fill in for those on vacation, to work in the public service departments performing those functions normally carried out by student assistants, or to perform other work deemed necessary.

Section 3. Part-time employees and students who work either regularly throughout the year more than twenty (20) hours per week or part-time employees who work only during the summer months more than twenty (20) hours per week are covered by the provisions of this Agreement, except as limited or modified in the following paragraphs. Those working throughout the year on a more than twenty (20) hours per week basis will be referred to in the following paragraphs as "regular part-time employees." Those part-time employees working in the summer months for more than twenty (20) hours per week will be referred to as "summer part-time employees."

a. Health, Welfare, and Education. Neither regular part-time nor summer part-time employees are eligible for any of the benefits entered under the Health, Welfare, and Education provisions under Article XX and similarly they are not eligible for participation in the Major Medical Plan.

b. Holidays. If a holiday listed in Article XVIII falls on a day on which regular or summer part-time employees are normally scheduled to work, they are entitled to payment for the number of hours they would normally work on that particular day.

c. Sick Leave. Regular part-time and summer part-time employees are eligible for sick days on the basis of one (1) day per month and on a prorated basis if their schedules are less than thirty-five (35) hours per week. Time off for medical appointments shall be permitted only for those part-time employees working a thirty-five (35) hour per week schedule; otherwise, the provisions in the Agreement for medical appointments shall not be applicable to regular part-time and summer part-time employees. Only those part-time employees, on a regular basis, are eligible for the accumulation of sick leave beyond one (1) year as specified in the Agreement. The Long-Term Disability Plan is not applicable to either regular or summer part-time employees.

d. Leaves of Absence. The only leaves that the summer part-time employees are entitled to are: (1) leaves for death in the family, prorated according to schedule in Article XV and (2)

one (1) personal leave day after being employed a minimum of three (3) months on a more than twenty (20) hours per week basis, prorated according to the employee's schedule. The regular part-time employee is eligible for the following on a prorated basis according to his schedule: (1) leaves for death in the family, (2) a leave for marriage, (3) leaves for jury duty, (4) leaves for military reserve duty as described in the Agreement, and (5) one (1) personal leave day after being employed a minimum of three (3) months.

e. Vacations. Regular and summer part-time employees are entitled to one (1) vacation day per month, prorated if the work-week is less than thirty-five (35) hours, after they have been employed a minimum of three (3) months on a more than twenty (20) hours per week basis. Only the regular part-time employees are entitled to the two (2) year accumulation privileges for vacation time.

f. Hours of Work. The thirty-two and a half (32½) hours per week schedule of full-time employees during the summer months shall not be a limitation on the number of hours that part-time summer employees may work. The latter may be asked to work thirty-five (35) hours per week and shall be paid accordingly.

g. Rest Breaks. Part-time employees are entitled to one (1) rest break for each half day worked.

h. Filing Restrictions. The ninety (90) minutes restriction on filing cards in any half day, which is set forth in Article XXIII, Section 19, applies only if the regular or summer part-time employee works more than two (2) hours at any one time.

i. Borrowing Privileges. The regular part-time and summer part-time employees are entitled only to normal borrowing privileges, i.e., either courtesy privileges like other University employees or student privileges, whichever is applicable.

ARTICLE IV

UNION SECURITY AND CHECK-OFF

Section 1. All present and future employees covered by this Agreement shall, as a condition of employment, be required to become Union members thirty (30) days after being employed. Employees who fail to comply with this requirement shall be discharged by the University within thirty (30) days after receipt of written notice to the University by the Union.

Section 2. The University agrees to deduct the Union membership dues once a month from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the University by Local

90, and the aggregated deductions of all employees shall be remitted to Local 590 together with an itemized statement after such deductions are made in the pay issued on the fourth (4th) Thursday of the month. This authorization shall be irrevocable for the term of this Agreement.

The Union hereby certifies that its present amount of membership dues has been fixed pursuant to the Constitution and By-Laws of the Union. In the event that the amount of dues is hereafter changed, such changes shall be provided in writing to the University thirty (30) days prior to any change in dues deductions.

ARTICLE V

CLASSIFICATION, RECLASSIFICATION AND JOB CATEGORIES

Section 1. There shall be five (5) levels of classification within the bargaining unit, each containing job categories as follows:

First Level

- Library Door Guard
- Library Stack Attendant
- Library Clerk

Second Level

- Library Typist
- Audio Visual Assistant
- Senior Library Clerk
- Slide Photographer

Third Level

- Assistant Head of Stacks I
- Library Service Assistant I
- Bibliographic Assistant I
- Head Typist

Fourth Level

- Library Service Assistant II
- Assistant Head of Stacks II
- Bibliographic Assistant II

Fifth Level

- Bibliographic Specialist
- Head of Stacks
- Evening Superintendent
- Head of Unit
- Binding Specialist
- Head of Photocopy Services
- Head of Slide Collection
- Library Acquisition Bookkeeper
- Circulation Department Faculty/Patron Liaison
- Circulation Computer Operations Assistant

Section 2. The University may establish new job categories and the level of classification for each new category. The University and the Union shall meet to discuss the new job category with duties and responsibilities defined. The University shall have the right to fill any position in a new job category in accordance with the applicable provisions of this Agreement.

If a question arises as to the level of classification, the University and the Union shall negotiate the level of classification. The parties shall also negotiate seniority and promotion criteria under Article VII. If the level of classification agreed to is higher than the level of classification being paid, such higher rate will be retroactive to the date the position was filled. If the parties are unable to agree, the establishment of the level of classification is subject to the grievance and arbitration procedure.

Section 3. A supervisory position is one which has direct supervision of the employees of a working unit or a combination of such units. The supervisory responsibilities will generally include training, disciplining, scheduling, planning, distributing, and reviewing work, etc. and may involve participation in hiring, performance evaluations and hearing grievances. A supervisor can perform some of the same duties as the employees supervised, but normally those would constitute a minor portion of the employee's total responsibilities.

Section 4. A Board shall be established which shall consider and decide on all proposals to reclassify positions within the bargaining unit. This Board shall consist of six (6) members, three (3) designated by the Union and three (3) designated by the University, each of whom shall serve for at least one (1) year. The University and the Union may each have one (1) alternate member, chosen for at least one (1) year, who may serve in the absence of one of the three (3) regular members.

- Reclassification proposals of the University shall be submitted in writing to the Board by the Director of Libraries, who shall forward copies to the President of the Union. Reclassification proposals of the Union will be submitted in writing to the Board by the Union Executive Board, which shall forward copies to the Director of Libraries. Within ten (10) working days of receipt of such a reclassification proposal, the requesting party shall be notified as to the selection of a date for the first meeting concerning such reclassification proposal.
- The Board may, in the course of deliberation on proposals, call upon those directly involved and other qualified individuals to present relevant details, facts, and opinions.
- Decisions shall be made by majority vote of the Board. If the Board is unable to reach a decision, either party may request the Director of Personnel and Labor Relations to hear the case by written notice to the other, but such action must take place no later than three (3) weeks after the first meeting of the

Board to consider the reclassification proposal in question. The Director of Personnel and Labor Relations shall respond in writing to the parties no later than one (1) week after hearing the case.

d. Either party may request arbitration, in accordance with the provisions of Article VIII, by written notice to the other within one (1) week following the reply of the Director of Personnel and Labor Relations.

e. A position once posted as a vacancy, shall not be considered for reclassification during the period of vacancy unless the Board consents to such consideration. A position which is vacant or falls vacant while a formal proposal for reclassification is under consideration by the Board shall not be posted and shall remain vacant until a decision has been reached on the reclassification.

f. The following provisions, as well as the job descriptions in the Appendix, shall serve as guidelines in deciding reclassification questions:

(1) If the classification of a position is found to be inappropriate to the actual duties performed in the position, the position shall be reclassified to conform with the most appropriate job description. In such cases, the University shall give the incumbent the first opportunity to accept the reclassified position if the employee has received a satisfactory rating in the last annual evaluation, is currently working at a satisfactory level, and has no current written disciplinary warning on record.

(2) When library operations require modification of a position to the extent that the duties of that position will no longer fall within the present job category, the position shall be reclassified to conform with the most appropriate job description. In such cases, the University shall give the incumbent the first opportunity to accept the reclassified position if the reclassified position is in the seniority lines of promotion and the incumbent has received a satisfactory rating in the last annual evaluation, is currently working at a satisfactory level, and has no current written disciplinary warning on record. The employee's move into the reclassified position will be on the basis of a thirty (30) day probationary period as described in Article VII (Promotion).

(3) If the incumbent is appointed to the reclassified position, the employee's salary will be at the rate of the employee's unit of service for the new classification, effective at the beginning of the pay period in which the decision on the reclassification proposal is made.

(4) If the incumbent does not wish to move into the new position or is not qualified or eligible, the employee has the opportunity to select the job wished from the next two (2) openings in the job category of the employee's current position. Reclassification of such positions shall not be effected and these positions shall not be filled by another person until this requirement is satisfied.

ARTICLE VI

RATES OF PAY

Section 1. The rates of pay for employees covered by this Agreement, based upon Library seniority, shall be annually as follows:

EFFECTIVE NOVEMBER 1, 1979

UNITS OF SERVICE

Job Categories	Less than two years	More than two years but less than four years	More than four years but less than six years	More than six years but less than twelve years	More than twelve years
Library Door Guard	\$10,466	\$10,748	\$11,028	\$11,310	\$11,710
Library Stack Attendant					
Library Clerk					
Library Typist	11,240	11,591	11,943	12,293	12,693
Senior Library Clerk					
Slide Photographer					
Audio Visual Assistant					
Bibliographic Asst. I	12,224	12,575	12,927	13,276	13,676
Library Service Asst. I					
Asst. Head of Stacks I					
Head Typist					
Asst. Head of Stacks II	13,136	13,557	13,979	14,400	14,800
Bibliographic Asst. II					
Library Service Asst. II					

RATES OF PAY (Continued)

Job Categories	Less than two years	More than two years but less than four years	More than four years but less than six years	More than six years but less than twelve years	More than twelve years
Bibliographic Specialist	13,417	13,838	14,261	14,682	15,082
Library Acquisition Bkpr.					
Head of Stacks					
Evening					
Superintendent					
Head of Unit					
Binding Specialist					
Head of Photocopy Services					
Head of Slide Collection					
Circulation Dept.					
Faculty/Patron Liaison					
Circulation					
Computer					
Operations					
Assistant					

"Units of Service" means the period of employment, measured in years, in the University Libraries or the Archives and Records Center.

Section 2. If any employee moves into a new unit of service while this Agreement is in effect, the employee shall be paid at the new rate from the beginning of the pay period in which the previous unit of service was completed.

Section 3. If an employee with less than two (2) years of service is promoted into a different job category at any time, the employee shall be paid at the rate set in that classification level for less than two (2) years of service.

If an employee with more than two (2) years of service is promoted from the junior to senior levels of a job category (as described in Article VII, Section 3), the employee shall be paid at the rate of the next lower unit of service in that classification level.

If an employee with more than twelve (12) years of service is promoted from the junior to senior levels of a job category, the employee shall be paid at the rate of the next lower unit of service in that classification level. Such an employee will move into the unit of

service for more than twelve (12) years after two (2) years at the senior level of the job category.

On promotions other than those from the junior to senior job categories, an employee shall be paid in the new classification level at the same unit of service as in the employee's old classification level.

ARTICLE VII PROMOTION

Section 1. The term promotion, as used in this Agreement, shall mean the advancement of an employee to a higher paying position or the transfer of an employee at request of the employee to a position that the employee considers to be in the employee's best interest regardless of the rate of pay.

Section 2. For the purpose of promotion as defined above, seniority shall mean an employee's Library seniority.

Section 3. Promotion from the junior to the senior levels proceeds as follows:

- Each Library Clerk shall be promoted to Senior Library Clerk when two (2) years of service as a Library Clerk has been completed, and there has been a satisfactory rating in the last annual evaluation and the work is currently at a satisfactory level and there is no current written disciplinary warning on record.
- Each Library Service Assistant I shall be promoted to Library Service Assistant II and each Bibliographic Assistant I shall be promoted to Bibliographic Assistant II upon completion of two (2) years of service in the junior rank, has received a satisfactory rating the last annual evaluation and is currently working at a satisfactory level, and has no current written disciplinary warning on record.
- If an employee changes positions within the clerical category of Library Clerk or Senior Library Clerk, the employee's current ranking will be carried forward, i.e., junior or senior. Similarly, if an employee changes positions in or between the Library Service Assistant, Bibliographic Assistant, or Assistant Head of Stacks categories, the employee's current ranking will be carried forward, i.e., junior or senior, I or II and seniority for promotion. A Library Typist, Slide Photographer, or Audio Visual Assistant enters into the clerical category as a Senior Library Clerk. A Bibliographic Specialist or Head of Unit enters into the Library Service Assistant or Bibliographic Assistant categories at the senior level. All others who are new to the clerical category or the Library Service or Bibliographic Assistant categories enter at the junior level.

d. Each Assistant Head of Stacks I shall be promoted to Assistant Head of Stacks II upon completion of two (2) years of service in the junior rank, has received satisfactory rating in the last annual evaluation and is currently working at a satisfactory level, and has no current written disciplinary warning on record.

Section 4. Promotions to the job categories of Library Clerk, Bibliographic Assistant I, and Library Service Assistant I shall be filled as follows: an employee is eligible for promotion to those job categories, as outlined below, when the following conditions have been met: (1) has worked in the job category for the time specified in Section 14 below; (2) has obtained a satisfactory rating in the last annual evaluation and is currently working at a satisfactory level; and (3) has no current written disciplinary warning on record.

Section 5. When a vacancy occurs in a clerical position, it shall be posted for five (5) working days and offered to the applicants as follows: an eligible Library Clerk, Senior Library Clerk, Library Typist, Slide Photographer or Audio Visual Assistant with the greatest Library seniority; if no eligible employee from the aforementioned job categories applies, an eligible Stack Attendant with the greatest Library seniority.

Section 6. When a position becomes vacant among Library Service Assistants or Bibliographic Assistants, it shall be posted for five (5) working days and offered to the applicants as follows: an eligible Library Service Assistant, Bibliographic Assistant, Assistant Head of Stacks, Bibliographic Specialist, Head of Unit, Circulation Department Faculty/Patron Liaison or Circulation Computer Operations Assistant with the greatest Library seniority; if there are no applicants from the aforementioned job categories, an eligible Senior Library Clerk, Library Typist, Slide Photographer or Audio Visual Assistant with the greatest Library seniority.

Section 7. When the job category of Head of Stacks or Head Typist becomes vacant, the vacancy shall be posted for five (5) working days and offered to the eligible applicant with the greatest Library seniority who has met the following requirements: for Head of Stacks, a minimum of two (2) years as Assistant Head of Stacks; for Head Typist, a minimum of four (4) years as a Library Typist or equivalent experience.

Section 8. If there is no eligible applicant for promotion to Library Clerk, Library Service Assistant, Bibliographic Assistant, Head of Stacks, or Head Typist, the University can hire outside the Library system, or selectively promote from within the system outside seniority lines.

Section 9. An employee, when promoted, shall be on probation in the new position for thirty (30) days excluding those days taken by the employee or the staff member responsible for the employee's training as personal leave, sick leave, or vacation. Promotion shall not be completed unless the employee receives a rating of satisfac-

tory in the new position at the end of the probationary period. If the employee's work is rated as unsatisfactory at that review, the employee will be returned to the employee's original position without loss of any type of seniority. Such an employee will be eligible to apply for promotion after six (6) months from the date of return to the employee's former position. When an employee accepts a position that has fallen vacant as a result of the promotion of another employee, the employee shall do so with the understanding that a return may be made to the previous position if the first employee returns as the result of the probationary review.

Section 10. During the thirty (30) day probationary period, the University assumes the responsibility for training the employee in the new position. This training shall be under the supervision of the employee's professional supervisor or the staff member responsible for that particular working unit.

Section 11. An employee shall not be eligible for promotion under the provisions of this clause unless the employee has served a minimum of six (6) months in the employee's present position.

Section 12. An employee who is to be promoted will be accorded the salary and Library seniority of the new position no later than ten (10) working days from either (1) the time the position becomes vacant or (2) the time the employee accepts the position, whichever is later.

Section 13. In computing Library seniority for promotion under Sections 5, 6, and 7 of this clause, greater weight will be given for the following: (a) twenty-five per cent (25%) greater weight to periods of work in the University Libraries or Archives and Records Center which are directly related to the work involved in the job in question, i.e., work in technical processing as distinguished from public services, or vice versa; or (b) thirty-five per cent (35%) greater weight to periods of work performed in the same department or in the same departmental library although such work may not be directly related to the work involved in the job in question.

In computing Library seniority for promotion under Section 6, a five per cent (5%) greater weight will be given to an eligible employee for each year of college course credit, up to a maximum of twenty per cent (20%) for four (4) years which the employee shall have successfully completed as of the time of posting.

If an employee meets the conditions for both weightings under (a) and (b) above, the employee will be credited with the greater one or a maximum of thirty-five per cent (35%), but not both. The employee may, however, receive credit for the education weighting in addition to that for experience whenever the employee's experience and education meet the applicable conditions.

Section 14. To be eligible for promotion under Section 3 or 4 above, an employee must have worked for the following periods:

(a) Stack Attendant	Minimum of six (6) months as Stack Attendant.
---------------------	---

- (b) Library Clerk Two (2) years as a Library Clerk. (At that time, an employee will become a Senior Library Clerk if performance is satisfactory and the other conditions are met as outlined in Section 3 above.)
- (c) Senior Library Clerk Minimum of two (2) years as Senior Library Clerk.
- (d) Library Service Assistant I Two (2) years as a Library Service Assistant I. (At that time, an employee will become a Library Service Assistant II if performance is satisfactory and the other conditions are met as outlined in Section 3 above.)
- (e) Bibliographic Assistant I Two (2) years as a Bibliographic Assistant I. (At that time, an employee will become a Bibliographic Assistant II if performance is satisfactory and the other conditions are met as outlined in Section 3 above.)
- (f) Library Typist
Slide Photographer
Audio Visual Assistant After one (1) year in any one (1) of these categories, the employee may apply for a clerical opening. Should the employee enter into the clerical category, the employee would start as a Senior Library Clerk. After three (3) years in any one (1) of these categories, an employee will be eligible for promotion under Section 6 above.
- (g) Assistant Head of Stacks I Two (2) years as Assistant Head of Stacks I. (At that time, an employee will become an Assistant Head of Stacks II if performance is satisfactory and the conditions are met as outlined in Section 3 above.) After four (4) years of Library service, at least one of which was in a clerical category, an employee will be eligible for promotion under Section 6 above.
- (h) Bibliographic Specialist
Head of Unit
Circulation Department
Faculty/Patron
Liaison
Circulation Computer
Operations Assistant After four (4) years of Library service, at least one of which was in the category of Library Clerk, Bibliographic Assistant or Library Service Assistant, an employee will be eligible for promotion under Section 6 above.

16

Section 15. For all promotions except those falling under the provisions of Section 3, the local Union President or a member designated by the Union President will work with the Assistant to the Director of Libraries in computing Library seniority and in contacting eligible candidates for vacancies.

Section 16. The following job categories, which are within the bargaining unit, are outside the seniority lines of promotion: Library Door Guard; Library Typist; Slide Photographer; Library Acquisition Bookkeeper; Assistant Head of Stacks I; Bibliographic Specialist; Head of Unit; Evening Superintendent; Binding Specialist; Audio Visual Assistant; Head of Slide Collection; Head of Photocopy Services; Circulation Department Faculty/Patron Liaison, and Circulation Computer Operations Assistant. Qualifications for these jobs are set forth in the job descriptions located in the Appendix of this Agreement. Present employees will be given the first opportunity to apply for vacancies in these categories.

Section 17. When a vacancy has been filled, all applicants will receive notification from the Assistant to the Director of Libraries regarding the outcome.

ARTICLE VIII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The grievance procedure described below will be followed in matters concerning the application, meaning, or interpretation of this Agreement.

Section 2. If a problem cannot be settled between the professional supervisor and the employee, the employee, with the designated Union Steward, shall take up the grievance with the employee's professional supervisor within ten (10) working days of the occurrence of the act, warning, rating, etc., which is in question. In the event that both the designated Steward and Alternate Steward are absent, an officer of the local Union may act to process a grievance. The professional supervisor shall attempt to adjust the matter, and respond to the employee and the Steward within five (5) working days.

Section 3. An employee who is going to be or is absent from work more than ten (10) working days may file a grievance by submitting it in writing to the employee's professional supervisor. The professional supervisor shall answer the grievance in writing within five (5) working days and send a copy of the grievance and the answer to the appropriate Union Steward. If such a grievance is not satisfactorily settled, it may then be processed in accordance with Section 4 of this Article.

Section 4. If the grievance is not resolved in this way, the facts shall be presented in writing by the concerned employee and the

17

Union Steward to the Director of Libraries or a representative by the Director of Libraries. Such action shall be taken no later than ten (10) working days after the response of the professional supervisor. After consultation with the parties concerned, including the employee, the Union Steward, and the supervisor, the Director of Libraries or the designated representative shall respond to the employee and the Union Steward within five (5) working days from the receipt of the written grievance.

Section 5. If the proposed solution is unsatisfactory, the facts shall be presented in writing by the Union Steward, Union President, and, at the discretion of the parties, a Union representative, to the Director of Personnel and Labor Relations or a representative designated by the Director of Personnel and Labor Relations within ten (10) working days after the response described above. After hearing the case in the presence of the concerned parties, the Director of Personnel and Labor Relations shall respond in writing to the Union President within five (5) working days from the receipt of the written grievance.

Section 6. If the issue remains unresolved, either party may, within fifteen (15) working days after the reply of the Director of Personnel and Labor Relations, request arbitration by written notice to the other.

The arbitrator may be selected from a group of recognized arbitrators by mutual agreement of the Union and the University. If mutual agreement is not reached on an arbitrator within ten (10) working days from the date of referral to arbitration, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator is limited to determining matters concerning the application, meaning or interpretation of the Agreement and in no event may add to, delete or alter any aspect of this Agreement. In the event that either party contests the validity of the referral to arbitration of a particular matter, this issue shall be resolved by the arbitrator before hearing testimony on the merits of the matter.

The decision of the arbitrator shall be binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

Expenses of the arbitrator mutually agreed upon or selected by the American Arbitration Association and the proceedings shall be borne equally by the University and the Union.

ARTICLE IX REPRESENTATION

Section 1. The employees in the bargaining unit shall be represented for the purpose of grievance adjustment by Union representatives as specified in the grievance procedure.

The Union and the University agree to recognize Stewards in accordance with the following assignments:

Number of Stewards	Unit
1	Area I (Circulation and Reserve Departments of Van Pelt Library)
1	Area II (Acquisitions, Binding, Card Preparation, L. C. Cataloguing, Marking and Searching Departments of Van Pelt Library)
1	Area III (All other departments and offices in Van Pelt Library)
1	Biddle Law Library
1	Lippincott Library and Fels Institute Library
1	Medical/Biological Complex. This includes Dental, Medical, Morris Arboretum, New Bolton Center, School of Allied Medical Professions, and Veterinary Libraries.
1	All other departmental libraries: Annenberg, Chemistry, Fine Arts, Math-Physics, Moore, Museum, ROTC, Social Work, Towne, and Archives and Records Center.

If either the Union or the University requests renegotiation of the Steward assignments, both shall agree to renegotiation.

Section 2. The names of the officers and Stewards shall be given in writing by the Union to the University at the time of their taking office. The University shall also be notified promptly, in writing, relative to any change in these positions.

Union Officers and Stewards may investigate and process grievances during working hours without loss of pay. However, before leaving the work area, the officers or Stewards should inform the supervisor, and should notify the supervisor upon their return. If this is not possible, the officers or Stewards should leave information as to where they can be reached, and the expected amount of time away from work.

Section 3. Accredited representatives of the Union shall, upon notification to the Library Administration Office by the Union, be admitted to the University campus during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in adjusting grievances.

ARTICLE X

DISCHARGE AND DISCIPLINE

The University shall have the right to discharge any employee for just cause.

Summary Discharge. Certain offenses may be subject to summary discharge by the University. With respect to these, no prior warnings are necessary for discharge. These offenses are the follows:

- (1) Mutilation or destruction of library books or other property.
- (2) Theft of library books or other property, or any other theft committed in the Library or during working hours.
- (3) Gross negligence which leads to substantial damage to library books or other property.
- (4) Physical offenses against the person of another in the Library or during working hours.
- (5) Violation of the No Strike provision.
- (6) Unexplained absences of five (5) consecutive working days.

Such discharge shall be made by the department head. Appeal therefrom will go directly to the Director of Libraries. If the discharge is affirmed at that level, appeal would go to the Director of Personnel and Labor Relations. Any further appeal would follow the procedures for arbitration provided in the Grievance Procedure.

Discharge Procedure. For other types of offenses, such as repeated lateness, absenteeism, disorderly conduct, abusive language, carelessness in the handling or use of library property, and like matters, discharge shall involve the following steps: oral warning, written notice, suspension without pay, and finally discharge. The first oral warning will be delivered by the employee's immediate supervisor or the head of the department, and the employee's Steward will receive written notification of such warning within two (2) working days. Such warning will explain to the employee the employee's failure to meet the required standards of conduct or performance. If that failure persists, the department head will give the employee a second warning, in writing, noting the date of the prior warning, and a copy will be given to the Union Steward. If the employee's failure to meet the required standards of conduct or performance continues thereafter, the employee shall be suspended by the department head for a period of up to ten (10) working days without pay. Written notification specifying the duration of the suspension will be given to the employee and the Union. If, after return from suspension, the required standards of conduct or performance are not met, the employee shall be discharged with two (2) weeks notice.

For the purposes of this provision, warning notices shall be considered current and in effect from the time of their issuance according to the following schedule: Two (2) months for oral notices; six (6) months for oral notice issued for the same offense within

eighteen (18) months of the end of the previous oral notice; six (6) months for written notices; six (6) months for written notices associated with suspension. The two (2) month time period for oral warnings shall not include time when the employee is not at work, even though the employee may be in pay status. For the six (6) month time periods, time away from work for any reason in excess of five (5) days shall not be included. Such warning notices shall be destroyed at the end of the appropriate time period.

ARTICLE XI

REVIEW OF PERFORMANCE

Section 1. The first six (6) months of employment in the library system shall be considered a probationary period so that the University may determine if the new employee performs in a satisfactory manner. Before the end of that period, each new employee will have a performance review, and, if found unsatisfactory, the employee's employment shall be terminated with two (2) weeks notice. Termination shall not be subject to the grievance procedure; however, probationary employees may file grievances on other matters.

Section 2. Each promotion carries with it a probationary period of thirty (30) days as described in Article VII.

Section 3. On an employee's anniversary of employment, there shall be a yearly review of every employee's performance to insure continued satisfactory levels of performance. The professional supervisor will discuss with each employee the employee's rating to allow an adequate opportunity for an explanation of the rating given. A copy of the performance review will be given to the employee and the Union President. If an unsatisfactory is given in any area, a copy will also be given to the employee's Steward within two (2) working days.

Section 4. Reviews under this clause will be based on (a) quality of performance; (b) quantity of acceptable work; and (c) demonstrated ability to work with others in performing one's job routines and to follow work instructions.

An over-all unsatisfactory rating shall result from an unsatisfactory rating in any two (2) of the above three (3) categories. The possibility that the job performance covered by one (1) of these categories might be so unsatisfactory as to affect severely the performance in one (1) or both of the other two (2) categories is recognized; in such cases, more than one (1) unsatisfactory rating would be appropriate.

Remarks included in the written review shall be limited to justifying an unsatisfactory rating in any of the three (3) categories.

Section 5. If the employee's over-all rating is found to be unsatisfactory in an annual review, the employee shall be placed on

probation for a two (2) month period. If the employee receives an overall unsatisfactory rating for such a period, this will be cause for termination and the employee will receive a written two (2) week notice of discharge. If the employee's work is satisfactory, the employee will be removed from probationary status. The employee shall not, however, be eligible for promotion until six (6) months after removal from such probation. An employee while on probationary status under this section shall not be eligible for a Unit of Service increase. Should such probationary period be completed in a satisfactory manner, the Unit of Service increase so due during the two (2) month probationary period shall be paid retroactive to the applicable date had the employee not been on probationary status.

Section 6. Any statistics kept by an employee as part of the employee's job routine shall be submitted anonymously and shall not be used to the employee's disadvantage in any evaluation of his work performance.

The Library reserves the right to maintain other records in order to fulfill the contractual obligation to evaluate an employee according to quantity of acceptable work.

ARTICLE XII HOURS OF WORK

Section 1. A work week shall consist of thirty-five (35) hours during the months from September through May, and thirty-two and half (32½) hours during June, July, and August. These hours will all between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Section 2. For the purpose of this Agreement, unusual hours shall mean any hours worked by an employee on Monday through Friday and not falling between 8:00 a.m. and 5:00 p.m., and not in excess of thirty-five (35) hours per week during September through May or thirty-two and a half (32½) hours during June, July, and August. An employee who works unusual hours shall be compensated for those hours by a fifteen per cent (15%) differential based on the employee's normal rate of pay.

Unusual hours shall first be offered to the employees in a unit on the basis of their working unit seniority with the exception noted in the next paragraph. If no employee or an insufficient number accept the offer, the unusual hours shall be assigned on the basis of inverse working unit seniority.

Because of special responsibilities in certain evening assignments, it may be necessary to limit the offering or assignment of such blocks of unusual hours to specified job categories within a working unit, e.g., to the Assistant Head of Stacks or the combined categories of Head of Stacks and Assistant Head of Stacks. Because of special

responsibilities in the Library Service Assistant job category, it may be necessary to exclude certain positions in this category from the offering or assignment of such blocks of unusual hours.

Section 3. The pay differentials specified in this Article shall not apply to situations in which an employee is making up time.

Section 4. The University agrees that for the period between November 1, 1979 and November 1, 1983, all full-time permanent employees hired prior to November 1, 1979, excluding employees hired under Article XXIV and probationary employees under Section 1 of Article XI, shall be guaranteed thirty-five (35) hours pay per week at the employee's regular base rate of pay; provided: that an employee covered by the aforementioned guarantee is not terminated for cause under the provisions of the contract; that when work in an employee's current position is not available the employee accepts other work offered; that all hours absent with or without pay shall be credited against the guarantee; and that while employees are exercising their rights under Article XXII this guarantee shall not be applicable.

Section 5. The Library administration shall establish in the working units of non-service areas, working schedules within the range of hours between 8:00 a.m. and 6:00 p.m. Such working schedules shall be subject to the requirements of Library service, the interrelationship of Library activities, security measures, and the need for adequate manning coverage in the units. Requests for these schedules shall be granted on the basis of working unit seniority and if adequate manning coverage is not obtained in any one (1) schedule, then this schedule may be deleted or assignment to this schedule shall be made on the basis of inverse working unit seniority.

The unusual hours differential specified in Article XII, Section 2, shall not apply to employees whose work schedule under this Section 5 ends between 5:00 p.m. and 6:00 p.m.

Section 6. The work schedules in public service areas and technical service areas will normally be established on a University of Pennsylvania semester basis, with the only modifications being made for employees attending courses at Drexel University, or when a vacancy is filled on a full-time basis.

Section 7. Because of special training and supervisory needs, employees in probationary periods may be assigned to working schedules by the Library administration for the probationary period.

ARTICLE XIII OVERTIME

Section 1. For the purposes of this Agreement, overtime shall be defined as any time worked by an employee in excess of seven (7) hours during a given day or thirty-five (35) hours in any week or

any hours worked on Saturday or Sunday or on a day defined as a holiday by this Agreement. During June, July, and August, when the work day is normally six and one-half (6½) hours, compensatory time will be given for the half hour necessary to reach the seven (7) hour level. Compensatory time will be taken in accordance with the provisions in Section 3 of this Article.

Section 2. An employee who works overtime hours Monday through Friday shall be compensated for these hours at a rate one and a half (1½) times the employee's normal rate of pay. An employee who works on a Saturday shall be paid one and a half (1½) times the normal rate of pay. An employee who works on a Sunday shall be paid double the normal rate of pay. An employee working on a holiday recognized by this Agreement shall receive one and a half (1½) times the normal rate of pay in addition to regular straight time compensation for the day.

Section 3. An employee shall have the option of taking time off as compensation for overtime work for hours worked between 35 and 40 hours per week or the hours worked on a holiday. This option of taking compensatory time must have the approval of the employee's immediate supervisor, be reduced to writing, and include the number of hours of compensatory time. An employee may request to take this compensatory time within the next two (2) work weeks on the basis of three (3) working days' notice to the employee's immediate supervisor. Such compensatory time off will be approved, provided such time off will not be seriously detrimental to the operation of the department. The amount of compensatory time due an employee shall be equivalent to the rate of pay to which the employee would have been entitled in overtime hours. Should Federal Law regarding the subject of compensatory time be changed, this Section 3 shall be amended to conform to those changes.

Section 4. Overtime hours shall be offered to the employees in a working unit on a rotating basis starting with the employee with the greatest working unit seniority, the offers being balanced over a period of one (1) year with the exception noted in the next paragraph. If no employee accepts the offer, such hours shall be assigned by inverse working unit seniority on a rotating basis except for the following situation.

Because of special responsibilities involved in certain overtime assignments, it may be necessary to limit the offering or assignment of such overtime hours to specified job categories within a working unit, e.g., to the Assistant Head of Stacks or the combined categories of Head of Stacks and Assistant Head of Stacks.

Section 5. The pay differentials specified in this Article shall not apply to situations in which an employee is making up time.

ARTICLE XIV

SICK LEAVE

Section 1. In the case of illness of any employee, sick leave with pay shall be granted on the basis of University seniority and in accordance with the following schedule:

- (a) During the first year of service one (1) working day for each month of service.
- (b) During the second and third years of service twelve (12) working days each year.
- (c) Beginning with the fourth year of service eighteen (18) working days each year.

Each employee shall be able to accumulate up to fifty-four (54) working days of reserve sick leave.

In addition, forty-six (46) working days of reserve sick leave may be accumulated to be used only in the case of an extended, continuous illness or accident.

Section 2. Each employee shall be granted up to three (3) hours per week with pay to keep medical appointments, providing that notice of such appointments is presented to the employee's immediate supervisor normally three (3) working days in advance.

Written certification of arrival time and departure time from such appointments shall be presented by the employee to the employee's immediate supervisor upon the employee's return.

If an employee is taking courses under Article XV, Section 5 (a), time off for medical appointments will be made up.

If regular weekly appointments would continue for more than two (2) months, a limit of three (3) hours per week away from work for any purpose shall apply.

Section 3. Employees who are sick or disabled and who have exhausted their accrued sick leave, accrued vacation, and personal days, shall be entitled to extended sick leave benefits, if any, and may also apply for benefits under the University's Long Term Disability Income Plan.

Section 4. In cases where the employee has been out sick for more than five (5) days or where there is reasonable question of misuse of sick leave, the University may require a certificate from a licensed physician indicating that absence was necessary and that the employee has recovered sufficiently to resume work.

Section 5. The computation of sick leave days shall be on the basis of a calendar year.

Section 6. Employees who have been employed more than six (6) months who are prevented from carrying out their normal duties on account of pregnancy, complications resulting from pregnancy, or

covery therefrom, shall be entitled to exactly the same benefits as they were prevented from carrying out their duties because of any other medical condition.

ARTICLE XV LEAVES OF ABSENCE

Section 1. Absence from work because of death in an employee's family shall be allowed with pay on the following basis:

- (a) For spouse, father, mother, child, sister, brother or parent-in-law—one (1) week.
- (b) For grandmother, grandfather, uncle or aunt, if acting as parent—one (1) week.
- (c) For grandmother or grandfather if in blood relation—three (3) days.
- (d) For uncle or aunt if in blood relation—three (3) days.
- (e) For other close relatives—one (1) day.

In the event of a death in an employee's family as defined above occurring while the employee is absent on vacation with pay, absence because of death in the family shall be in addition to and not in lieu of the said vacation with pay.

Section 2. Any employee who marries and plans to continue working at the University shall be permitted a leave of absence with full pay for one (1) week. With permission of the employee's supervisor, additional leave without pay shall be granted.

Section 3. Employees shall be granted a leave of absence with loss of pay any time they are required to report for jury duty or service or when subpoenaed to appear as a witness.

Section 4. Each employee shall be entitled to four (4) personal leave days in the course of one (1) year from January 1 through December 31. New employees may take no more than two (2) personal leave days during their first six (6) months of employment. New employees hired during the second half of the calendar year may carry over the initial allowance of two (2) personal leave days beyond the December 31 deadline; all other employees will not be permitted to carry over personal leave days beyond the December 31 deadline. Normally only one (1) personal leave day may be taken in a work week. These personal leave days shall normally be taken on the basis of three (3) working days advance notice to the immediate supervisor.

Section 5. The following provisions shall apply in the taking of leaves for credit:

- (a) An employee taking courses for credit in any of the following: (1) a program of an accredited school of library science; (2) a program of study for library technicians; or (3) a subject field directly related to the employee's job responsibilities so

as to improve his capability to perform his specific job, shall have up to a total of three (3) hours per week with pay to attend such classes. The hours shall be set up in advance with the department head and be arranged so that they shall not be seriously detrimental to service.

- (b) An employee shall be permitted up to three (3) hours in total per week to take undergraduate courses of the employee's own choosing for credit or to attend graduate conferences with the presentation of written confirmation of such conferences, or up to four (4) hours per week for graduate courses for credit, or four (4) hours when needed to satisfy undergraduate degree requirements, unless such action would be seriously detrimental to service. The manner of making up the time or other arrangements relating to the time away from work must be satisfactory to the immediate supervisor.
- (c) Courses may be taken under the provisions of either subsection (a) or (b) but not under both in the same term.

Section 6. The following conditions shall apply for personal leaves of absence:

- (a) Personal leaves of absence without pay will be granted for periods up to six (6) months to employees who have been employed more than six (6) months, unless such action would be seriously detrimental to service. Employees are eligible for leaves subsequent to the first leave provided that between each leave there is a period of one (1) year or more, unless such action would be seriously detrimental to service.
- (b) Requests for leaves must be submitted in writing to the immediate supervisor according to the following schedule: for leaves of less than five (5) working days, normally three (3) working days prior to the leave; for leaves of five (5) or more working days up to one (1) month, normally two (2) weeks prior to the leave; for leaves of more than one (1) month up to six (6) months, normally three (3) weeks prior to the leave. For leaves of five (5) or more working days, a copy of the request must be submitted to the Library Administration Office. The responsible supervisor will make every effort to respond as soon as possible to the written requests.
- (c) The University requests notification, at least two weeks prior to the expected date of return, indicating whether or not the employee is able to return by the date originally specified.
- (d) Requests for leave must specify a definite date of return. Normally, extensions to such leaves will not be granted.
- (e) Individuals on approved leaves of absence will be reinstated in the same job category, but there will be no guarantee of their being placed in the same position.
- (f) If an employee returning from a leave chooses to apply for a vacant position for which the employee is eligible within

the employee's job category and which has already been posted for five (5) working days, the employee may do so, provided that the employee's original job has not been held for the employee and that the jobs which have passed the posting period have not been offered to applicants outside the library system.

- (g) Employees who go on leave without having completed six (6) months in the position which they are leaving shall not be eligible to return to a new position until six (6) months after they began work in the vacated position. This shall not apply if a vacancy exists for which no other eligible member of the bargaining unit applies.
- (h) If the yearly review of performance of an employee requesting a leave of absence of more than one (1) month is due during the leave period, the performance rating shall be made three (3) weeks prior to the date leave is taken. If leave is taken for less than one (1) month, the rating shall be made after the employee returns. In the case of an unsatisfactory rating, the two-month probationary period shall begin with the date of review and shall be continued with the return from leave.
- (i) Employees who return from leaves of absence to positions other than those from which they left shall be subject to the thirty (30) day probationary period. An unsatisfactory rating at this time shall be equivalent to an unsatisfactory rating under Article XI.
- (j) An employee on an approved leave of absence shall have paid by the University those medical and life insurance premiums normally paid by the University for that employee.
- (k) Employees may not accept other employment while on leave of absence unless prior notification to the Library has been given of the unusual circumstances and approval obtained.

Section 7. Employees who wish a leave of absence for child-rearing purposes may apply for a personal leave of absence under Section 6 of this Article. The personal leave for child-rearing purposes is the only leave (a) that will be excluded from the conditions set forth in 6(a) above, and (b) that will be allowed an extension of six (6) months without pay based upon a written request at the end of the first six (6) months.

Section 8. Any employee who is a member of the reserve force of the United States or of any state and who is ordered by the appropriate authorities to attend a training program or perform duties other than active duty under the supervision of the United States or of any state shall be granted a leave of absence during the period of such activity with no loss of pay.

Any employee who enters into active service in the Armed Forces of the United States while in the service of the University shall be granted a leave of absence for the period of military service.

Any employee who shall be imprisoned for refusal to accept induction into the Armed Forces of the United States shall be granted a leave of absence for the period of imprisonment.

Section 9. Employees on leave of absence shall accrue University and Library seniority with the exception of seniority for promotion and vacation accrual. Employees on leaves of absence shall not accrue working unit seniority. Employees on leaves of absence of six (6) months or less shall accrue retirement benefit credits. Upon returning from the leave of absence, employees may use any remaining vacation allotment or accrual, and may draw on vacation time as it is currently accrued.

ARTICLE XVI

LEAVES OF ABSENCE FOR UNION BUSINESS

Section 1. At the written request of the Union, the University shall grant either an officer or a duly elected or appointed representative not to exceed two (2) employees at any one time, a leave of absence without pay for a period not to exceed one (1) year or the period of elected office. The purpose of this leave is to permit the representative(s) to work for the International, District Council and/or the Local Union on Union business. During the period of such a leave of absence, an employee will not accrue seniority, nor will the University have any obligation for continuation of benefits as specified elsewhere in this Labor Agreement. Such leaves may be extended upon written request thirty (30) days prior to the termination thereof.

Section 2. At the written request of the Union, employees, not to exceed two (2), shall be granted a leave of absence without pay for attendance at the Union's National Convention.

Section 3. At the written request of the Union, employees, not to exceed two (2), shall be granted a leave of absence without pay for attendance at the Union's State Convention, the State AFL-CIO Convention and/or the Union's District Convention.

ARTICLE XVII

VACATIONS

Section 1. Employees shall be granted vacation days annually on the basis of University seniority. Vacation allotment shall be computed from May 1 through the following April 30 according to the following schedule:

- (a) Employees who have not completed one (1) year of service by May 1—one (1) working day for each month of service completed by May 1 not to exceed ten (10) working days.

- (b) Employees who have completed one (1) year of service by May 1—ten (10) working days.
- (c) Employees who have completed two (2) years of service by May 1—fifteen (15) working days.
- (d) Employees who have completed three (3) years of service by May 1—twenty (20) working days.
- (e) Employees who have completed twenty-five (25) years of service by May 1—twenty-two (22) working days.
- (f) Additional working days will be granted as vacation for employees with one (1) year of service as in (b) or two (2) years of service as in (c) for additional months of service completed by May 1 on the following basis:

One (1) additional working day for three (3) months of service;

Two (2) additional working days for five (5) months of service;

Three (3) additional working days for eight (8) months of service;

Four (4) additional working days for ten (10) months of service.

Section 2. Each employee shall also receive the special Christmas vacation granted to University A-3 employees.

Section 3. An employee shall receive the employee's regular rate of pay during a vacation.

Section 4. Each employee shall be able to accrue unused vacation days up to the number of days to which the employee is entitled over a two (2) year period.

Section 5. Maximum flexibility regarding choice of vacation days shall be granted on the basis of seniority within a working unit, and vacation periods of five (5) days or more will normally be scheduled well in advance.

Employees who wish to take their vacations in days, that is in periods of less than five (5) days at a time, shall give at least three (3) working days advance notice of such days to their immediate supervisors.

Section 6. When issuance of pay would normally occur during an employee's vacation period, the employee shall receive the employee's pay prior to the vacation upon one (1) month notice to the immediate supervisor.

Section 7. At termination, an employee will receive full pay at the employee's current rate for all unused vacation days.

Section 8. Vacations will normally be taken during June, July, and August. They may be taken at other times of the year as long as such times would not be seriously detrimental to library service.

ARTICLE XVIII

HOLIDAYS

Section 1. The following holidays or the day on which the holiday is observed shall be considered non-work days:

New Year's Day
 Martin Luther King's Birthday
 Good Friday
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day and the following Friday
 Christmas Day

Section 2. When a holiday falls during a weekend or an employee's vacation or on a day on which the employee is not scheduled to work, equivalent non-work days shall be granted to the employee.

ARTICLE XIX

LUNCH HOURS AND REST PERIODS

Section 1. Each employee shall be permitted to take a lunch hour between the hours of 11:00 a.m. and 2:30 p.m. at the employee's discretion except in working units where the University decides that personnel is required at all times. In such working units, lunch hours shall be assigned with preference to the employee's seniority in the working unit.

Exceptions to the 11:00 a.m. to 2:30 p.m. lunch hour limitation shall be made in recognition of the special needs of an employee on a given day.

Section 2. Each employee shall be entitled to one twenty (20) minute rest period during each half of the day. Rest periods shall normally be taken toward the middle of each half day at the discretion of the employee except in working units where the University decides that personnel is required at all times. In such working units, rest periods shall be assigned with preference to the employee's seniority in the working unit. Rest periods shall not be cumulative.

Section 3. The University shall attempt to provide adequate lounge facilities for all employees, including adequate seating, a cot, a refrigerator, and a hot plate.

ARTICLE XX

HEALTH, WELFARE, AND EDUCATION

Section 1. For employees covered by this labor agreement, and after six (6) months of service with the University, the University shall pay the full premium cost, single and/or dependent coverage, for employees who are enrolled in Blue Cross (Co-Pay Preferred-5), Blue Shield (Plan B) and Major Medical Plan II. For employees who are required or who choose to participate in any one of the other health coverage options provided at the University, any premium cost over and above those designated in the preceding sentence will be paid by the employee in accordance with the then current University payment schedule.

For employees covered by this labor agreement, and after six (6) months of service with the University, the University shall pay the full premium for employees enrolled in the Group Life Insurance Plan.

Section 2. The University and the Union agree that all of the terms and provisions of the Group Life Insurance Plan (effective February 19, 1926), the Long-Term Disability Income Plan for University Personnel (effective July 1, 1965), and the Employees Retirement Allowance Plan (effective January 1, 1948) shall be and hereby are incorporated herein by reference as fully as though expressly set out herein, and that the parties hereto shall be bound thereby, except as written below; provided, however, that the University agrees that during the term of this Agreement it will not without the knowledge and consent of the Union, modify, suspend, or discontinue any of these plans insofar as they affect employees covered by this Agreement.

Section 3. An employee shall have the option of working until the employee's 70th birthday. Employees electing this option shall not accrue any further retirement benefit after their 65th birthday.

Section 4. If an employee takes a course in library science at Drexel University, the University shall reimburse the employee for tuition costs up to the amount of four (4) credit hours per quarter, upon satisfactory completion of the course, until the employee has obtained a master's degree in Library Science. It is understood that if one (1) of the required courses for the master's degree exceeds the credit hour limitation set forth previously, the University for such course only shall reimburse the employee for tuition costs up to the amount of six (6) credit hours per quarter, upon satisfactory completion of that course.

The maximum number of employees that will be reimbursed under the above program is nine (9). If there are more than nine (9) employees enrolled in this program, library seniority shall be used to determine which nine (9) employees are to be reimbursed.

Section 5. Employees and their dependents, where applicable, are eligible to participate in the Faculty and Staff Scholarship Program in accordance with the provisions thereof as amended from time to time by the University.

Section 6. The children of employees who have worked full-time for at least three (3) years shall be eligible for participation in the Faculty and Staff Scholarship Program while matriculating at the University.

Section 7. The children of a deceased employee shall be eligible for the benefits of the Faculty and Staff Scholarship Program in accordance with the terms and conditions thereof.

Section 8. If the University should improve any of the University benefit programs set forth in Sections 1-7 of this Article XX, such improvements shall be immediately applicable to members of this unit.

In addition, should the University provide any additional benefit programs to any employees covered by a collective bargaining agreement, such additional benefit programs shall be immediately provided to members of this unit.

Section 9. The University will provide members of this bargaining unit with summaries of the benefit plans for which they are eligible.

ARTICLE XXI

DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, handicap, veteran status or sexual preference. The Union shall share equally with the University the responsibility for applying this provision of the Agreement.

The University agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the University or any University representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause related to Union activity.

ARTICLE XXII

NO STRIKE—NO LOCKOUT

Section 1. As long as the Agreement is in effect, the Union shall neither cause nor counsel its members or any of them to strike, to directly or indirectly commit any concerted acts of work stoppage, slow-down, or mass absenteeism. The members of the Union shall not strike, or directly or indirectly commit any concerted acts of work stoppage, slow-down or mass absenteeism. This clause shall not apply where the University refuses to follow the grievance procedure or refuses to arbitrate or comply with a valid award of arbitration. Likewise, it shall not apply where the Union is honoring a legal and lawful strike by another University-recognized bargaining unit.

Section 2. As long as this Agreement is in effect, the University will not lockout any employee. The term "lockout" as used above shall be construed to mean a refusal to permit employees to work, which refusal is issued with the sole purpose and intent of influencing a dispute relating to this Agreement.

ARTICLE XXIII

MISCELLANEOUS

Section 1. The University shall make available to the Union, upon its written request, any and all information and statistics the University has heretofore compiled and records it customarily maintains which are relevant to negotiations or necessary to the proper enforcement of this Agreement.

Section 2. Whenever members of the bargaining unit are mutually scheduled by the parties to this Agreement to participate during working hours in conferences, meetings, or negotiations respecting the collective bargaining agreement, they will suffer no loss in pay and will not be required to make up the time.

This shall further apply to those two (2) members of the bargaining unit who serve on the Executive Board of District Council 33 whenever they are required to attend meetings of that body.

Section 3. The University will provide sufficient copies of this Agreement for present and new employees no later than April 1, 1980. The Union shall distribute copies of this Agreement to all employees. The University shall supply copies of this Agreement to new employees at the time they are hired.

Section 4. Employees shall be entitled to the same borrowing privileges in the University library system as the professional library staff.

34

Section 5. Employees shall not be subjected to public reprimands.

Section 6. The Local Union shall have the use of the University telephones and the intramural mail.

Section 7. Employees shall be permitted to use University telephones for personal calls, providing that they follow the University procedure for charging such calls.

Section 8. The University shall not expect or ask its employees to increase their output beyond reasonable limits. The library system is, however, obligated to function during its scheduled hours regardless of shortage in staff due to unforeseeable conditions such as illness or weather emergencies, etc. and is subject to seasonal and at times unpredictable fluctuations in use. At any one time, it may thus be faced with temporary increases in work and may of necessity call on its employees to cope with such increases in work. Any complaint of unfairness in the assignment of such increased work may be taken up through the regular channels of the grievance procedure.

Section 9. The University shall furnish and maintain suitable bulletin boards or space in convenient places in each work area to be used by the Local Union.

Section 10. If in any work area the temperature remains below 60 degrees Fahrenheit for more than two (2) hours, the employees shall be dismissed, or, if feasible, moved to perform the regular duties of the job category in another work area. If personnel is required in such an area, a skeleton staff shall remain and be compensated for all time worked under these conditions by time off at the rate of 1½ hours per hour worked.

If from May 1 through October 15 the temperature rises and remains for two (2) hours above 82 degrees Fahrenheit in an air-conditioned area or 88 degrees Fahrenheit in an area where there is no air-conditioning, the same procedure shall be followed. Furthermore, if at any time, certain employees are dismissed early and a skeleton staff remains, this skeleton staff shall be compensated by time off at the same rate as above.

In any of the above-mentioned instances when a skeleton staff remains at work, the employees who are to be on the skeleton staff shall be chosen in the manner described in the overtime provisions in Article XIII.

Section 11. The University shall furnish all necessary equipment and tools that an employee may need in the performance of that employee's job duties.

Section 12. Employees shall be entitled to the maximum discount offered to any University employee or student at any store operated by the University with the exception of certain special faculty discounts.

Section 13. Employees shall be entitled to participate in the University Federal Credit Union.

35

Section 14. Employees shall be entitled to participate in the University Payroll Savings Plan.

Section 15. An employee who develops a temporary disability will be given alternate job duties whenever possible for the duration of the disability in the event that the employee's regular job duties would endanger the employee's condition. The University recognizes its responsibility with respect to the health of its employees to maintain normal library working conditions.

The University further recognizes its responsibility to maintain conditions of safety and security in and around the buildings in which employees work.

Section 16. The University shall immediately correct any errors in an employee's pay check. The University shall attach a statement explaining the difference in the gross pay to all paychecks containing monies different from an employee's normal gross rate of pay in a pay period.

Section 17. The University shall provide parking space for all employees who work unusual hours beyond 6:00 p.m. at no cost to the employees and as close as possible to the buildings in which such employees work.

Section 18. Upon the request of an employee, that employee shall be given access to the official personnel records kept by the Library Administration Office or Personnel Department of the University on that employee.

Section 19. In the interest of the employee as well as efficient operations, every effort will be made to distribute filing responsibilities so that an employee will normally not be asked to file cards for more than ninety (90) minutes in any half day.

ARTICLE XXIV

TEMPORARY VACANCIES

Section 1. If the Library Administration determines that a temporary vacancy caused by a personal leave of absence, leave of absence for Union business, or because of temporary and/or occasional operational requirements, is to be filled, such temporary vacancy, at the discretion of the Library Administration, may be filled as follows under Section 2 or Section 3 below.

Section 2. A temporary vacancy may be filled through temporarily upgrading an employee as follows:

(a) The temporary vacancy shall be posted in the working unit, where the temporary vacancy exists, for two (2) working days.

(b) The temporary vacancy shall be filled by the employee with

the greatest working unit seniority who is in a lower job category in the working unit.

(c) In the event no employee in a lower job category requests such temporary up-grading, then the temporary vacancy shall be posted in the department (where applicable) for two (2) working days, and shall be awarded to the employee with the greatest library seniority who is in a lower-rated category and who has bid the temporary vacancy.

(d) All temporary up-gradings shall be subject to the applicable provisions of Article VII, Sections 4, 9 and 10.

(e) Any employee filling a temporary vacancy shall be paid the rate for such position in accordance with Article VI.

(f) Employees filling a temporary vacancy shall accumulate seniority only in their regular position, and shall in no way be restricted from exercising their rights under Article VII.

(g) In the event the temporary vacancy becomes a permanent vacancy, the employee filling such temporary vacancy shall be considered, providing such employee so bids, for selection before a new employee is hired and providing the applicable conditions of Article VII are satisfied.

(h) An employee while filling a temporary vacancy will be covered by the provisions of Article XI.

(i) Any employee who is in a probationary period shall be excluded from consideration for temporary up-grading.

Section 3. A temporary vacancy may be filled by hiring an employee on a temporary basis. Such an employee shall, no later than the effective date of the employee's date of employment, receive written notification of his/her termination date. The employee shall be notified of the possibility of an extension of the termination date if the leave of the incumbent or the length of the temporary operational requirement is extended. Copies of these notifications shall be sent to the Union.

An employee hired to fill a temporary vacancy shall be covered by the following conditions:

(a) An employee, regardless of the stated period of employment, will, during the first six (6) months of employment be considered as a probationary employee under the labor agreement, and during the total period of employment shall be eligible for participation under all benefit programs and other provisions of the labor agreement as any other probationary or regular employee except: Article VII, except as noted in (d) below; Article XV, Sections 2, 3, 6, 7, 8 and 9; Article XVI.

(b) An employee with a stated date of termination within six (6) months or less of the date of hire shall upon termination receive a performance review and such performance review shall not be subject to the grievance procedure.

- (c) An employee with a stated termination date shall be eligible for Unit of Service increases and any salary increase made applicable to the bargaining unit.
- (d) An employee with a stated termination date of more than two (2) years from date of appointment shall be eligible for promotion from junior level to senior level as provided for in Article VII.
- (e) An employee with a stated termination date who accepts, during or after the stated period of employment, another position without a stated termination date shall have University and library seniority accumulate in accordance with Article III, Section 1, but excluding time not spent in pay status in computing time for completion of any probationary period or promotion purposes.

Section 4. If the Library Administration decides to fill a temporary vacancy, the Union shall be notified by what method before the vacancy is to be filled.

Section 5. An employee with a stated termination date may within the first six (6) months be terminated for cause and such terminations are not subject to the grievance procedure.

Section 6. A temporary vacancy with a duration of one (1) year or more and/or to which a return to employment date cannot be determined shall be reviewed with the Union before being filled under the provisions of this article or Article VII.

ARTICLE XXV

EXAMINATION BY DOCTORS

Section 1. Where a medical examination by a qualified physician may be required to determine the need for an adjustment in an employee's status, such action shall be initiated only by the Director of Libraries or the Director's designated representative. The cost will be paid by the University and will be conducted by doctor or doctors who are regularly employed for this purpose by the University/Library and/or its insurance carrier for the treatment of injuries sustained by employees in the course of their work. If such an examination should disclose that the employee's condition indicates that the Library Administration should make an adjustment in the employee's status, such adjustment may be made as necessary to correct the situation.

Section 2. If the employee questions the decision of the examining physician, the employee may support this question by submitting in writing a contrary opinion furnished to the employee by a qualified physician, whose fees the employee has paid. In such an event and if the decision of the University/Library physician is not

changed as a result of the statement of the employee's physician, then the two (2) physicians shall select a third qualified impartial physician who will be required to make an examination of the employee and render a decision. In such an event, the fees of the third physician shall be paid equally by the Library Administration and the employee. The decision of the third impartial physician will be controlling on both the Library Administration and the employee.

Section 3. If an employee submits in writing an opinion furnished to the employee by a qualified physician as a basis for a requested adjustment in the employee's status, the procedure in Sections 1 and 2 above can apply, with the original opinion submitted by the employee accepted as the opinion to be supplied by the employee in Section 2 above.

ARTICLE XXVI

DURATION

The undersigned representing the University of Pennsylvania and its Libraries and Local Union No. 590 of the American Federation of State, County and Municipal Employees, AFL-CIO and its District Council #33, hereby approve the foregoing Collective Bargaining Agreement, effective November 1, 1979 and it shall remain in full force and effect until 12:01 a.m. on November 1, 1983, subject only to such changes in phraseology as shall be mutually satisfactory to counsel representing both parties, except as set forth below. This Agreement, thirty (30) days prior to the anniversary dates of November 1, 1980, 1981 and 1982 if necessary, may be opened for the sole purpose of discussing the rates of pay as set forth in Article VI, Section 1 to be effective on one or all of the anniversary dates set forth herein. If the parties have not reached agreement on this item by 12:01 a.m. of the appropriate anniversary date, the Union may strike with the understanding that during the period of any such strike the University shall not be bound by the provisions of Article XII, Hours of Work, Section 4.

All provisions of this Agreement shall remain in full force and effect during the term of the Agreement and during any period or periods of extension mutually agreed upon by the parties hereto.

For: THE TRUSTEES OF
THE UNIVERSITY OF
PENNSYLVANIA

For: LOCAL UNION NO. 590
OF THE AMERICAN
FEDERATION OF
STATE, COUNTY, AND
MUNICIPAL EMPLOY-
EES AND ITS DISTRICT
COUNCIL #33

Joan I. Gotwals

Frank J. Stamato

James P. Michalko

Harvey J. Sudler, Jr.

Eleanor B. Allen

Marsha S. Clark

Valerie A. Pena

Virginia A. Tinkler

Irene T. McMenamin

Burton Van Name Edwards

James W. Gray

George W. Budd

Howard S. Deck

APPENDIX A

JOB CATEGORY DESCRIPTIONS

NOTE: *References to typing as they occur in the following job category descriptions relate to the need for typing in certain positions within the relevant job categories as they have existed to the date of the present Agreement.*

JOB CATEGORY:

Library Door Guard

DEFINITION:

Oversee exits from library building and controlled areas within the building.

DUTIES:

Check all materials being removed from the building to verify that library items are properly charged.

Provide general surveillance over individuals entering the building. Provide directional information and similar kinds of assistance for library users.

Perform other tasks as assigned such as sorting cards and separating pages of books and other library materials simultaneously with the guard duties.

JOB CATEGORY:

Library Stack Attendant

DEFINITION:

Responsible for the physical arrangement and order of material in the library collections.

DUTIES:

Shelve or otherwise store library materials in accordance with the appropriate classification system or another method of organization.

Maintain the order of materials, whether by shelf classification number, file scheme, or special systems for categories of materials, such as manuscripts, loose-leaf service, documents, etc.

Substitute for circulation desk clerks and exit attendants as required.

Provide directional information and assistance in locating materials as requested by library users.

Serve occasionally as messenger to campus and off-campus points. This would constitute the picking up, and packing whenever necessary, of books or other library materials in light quantities and delivering such books or other library materials to or from a library.

Work on shifting projects within the library.

Pack books and prepare materials for moving or shipment.

Occasionally assist in setting up and arranging chairs for special meetings, events, etc.

Report to supervisor any security and discipline problems in assigned stack area.

At closing of the library, clear stacks of people and secure assigned areas.

In departmental library, duties might cover a wider range of functions, such as sorting and distributing mail within the unit, maintaining supplies for photocopying machines, operating same, collecting monies therefrom, and generally servicing such machines.

JOB CATEGORY:

Library Clerk

DEFINITION:

Library clerks perform a wide range of functions related to processing library materials, maintaining library records, and assisting library users to locate and borrow materials.

DUTIES:

In Technical Service Areas

Prepare and type book purchase orders and other requests and maintain related files.

Check in-coming books and other library materials in a variety of languages against purchase orders, check their condition; check depository shipping lists; and prepare, check or approve invoices for payment.

Oversee invoice processing, maintain single-entry ledgers.

Maintain shelflist records, maintain statistics and prepare reports.

Using bibliographic information as provided, locate items in card catalogs and appropriate sources as directed.

Enter serial receipts on appropriate records, prepare claims for missing issues.

Under supervision, process books in a variety of languages using catalog information, including the matching of material against the holdings of the library, and adding holdings where necessary.

File cards, loose-leaf services and other library materials and discard as instructed.

Preparation and reproduction of cards for library catalogs, including typing and stamping required information, and operation and care of necessary equipment.

Handle limited shelving as required by other duties.

Sort mail, open and prepare packages for shipment.

Request and pick up supplies for departments or sections.

Assemble materials for binding, including preparation or typing of instructions, maintaining related files, and checking invoices submitted by binder.

Process materials for shelving (plating; printing, typing and applying labels; marking; and stamping).

Repair damaged library materials, bind pamphlet materials in prefabricated pamphlet binders, make portfolio covers, and prepare materials for binder.

In Reader Service Areas

Charge and discharge library materials to readers, maintain circulation files, search shelves as required, type or prepare necessary notices and correspondence, maintain statistical records, handle limited shelving as required by other duties, and assume responsibility for circulation operations during assigned periods of limited use.

Provide directional and procedural information when requested by readers.

Operate duplicating and copying equipment at production speeds, including locating material as requested, billing for work done, keeping records pertinent to the operation, and maintain supplies.

Process reserve book lists submitted by faculty members, including typing forms from information supplied, checking library holdings and appropriate sources as directed, typing cards for department files, and maintaining related files and catalogs.

Request, distribute and pick up supplies for departments or sections.

In departmental libraries, the distinction between technical services and reader services is not clear-cut and duties may include functions from both areas and may also overlap with those of other positions.

Be alert to users' needs or dissatisfaction in service areas and report problems and irregularities to supervisors for proper attention.

JOB CATEGORY:

Library Typist

DEFINITION:

A skilled production typist handling routine blocks of work.

DUTIES:

Using a typewriter or computer terminal, produce, supplement or modify bibliographic and patron records of all kinds; produce orders, form letters, and perform other typing as required.

Alphabetizing and filing. Sorting and distribution of cards to specific catalogs.

During computer "down" time and other slow periods, various clerical functions may be required.

In some departments or departmental libraries, the typist may perform a somewhat broader range of clerical duties on a regular basis.

QUALIFICATIONS:

A minimum of a high school education is normally required, with up to two years experience as a typist or clerical assistant. Accurate typing at a minimum of forty (40) words per minute.

JOB CATEGORY:

Audio Visual Assistant

DEFINITION:

Responsible for production and maintenance of audio-visual materials.

DUTIES:

Photographing library materials for slide purposes; taping lectures; converting tape reels to cassettes; labeling and marking and filing of slides and tapes; maintenance and updating of audio-visual files; assisting in use of audio-visual equipment.

QUALIFICATIONS:

High school education. Technical training in photographic and audio-visual equipment. Preferably one year of related experience.

JOB CATEGORY:

Slide Photographer

DEFINITION:

Responsible for slide photographic work of the Library.

DUTIES:

Photographing material usually from books or other library materials for slide purposes.

Photographic processing.

Making and mounting of slides.

Filing slides and performing related duties, such as weeding, and handling inventories of slide files, etc.

QUALIFICATIONS:

A high school education is normally required. Technical training in photographic equipment. One year of related experience.

JOB CATEGORY:

Library Acquisition Bookkeeper

DEFINITION:

Under general supervision of Head of Acquisitions, responsible for operation and organization of Bookkeeping Unit, for managing work flow, and providing variety of bookkeeping reports as required.

DUTIES:

Work closely with Head of Acquisitions in overseeing library acquisitions accounts, and preparing periodic status reports.

Resolve bookkeeping problems, such as payment of invoices and accounting of book funds, with library vendors, other library units, and the University Comptroller's Office.

Process invoices and prepare vouchers and forms for payment by University Comptroller's Office, including conversion of amounts in foreign currency to U.S. dollars.

Maintain bookkeeping system, including ledger files, bill files, and related records.

Verify daily and monthly transaction balances, and prepare monthly journal vouchers charging individual accounts for payments made through central clearing account.

Work with Library staff on matters relating to payment of invoices and accounting of book funds.

Oversee work of others as required.

QUALIFICATIONS:

A minimum of a high school education is required, preferably including relevant business courses. Demonstrated mathematical aptitude; proficiency in operation of calculator; some typing. A minimum of four years experience in bookkeeping or related work.

JOB CATEGORY:

Assistant Head of Stacks I

DEFINITION:

Working in the context of the established procedures and policies, responsible for the order and maintenance of the stack collections.

DUTIES:

Train and oversee the work of stack attendants on duty during the shift worked or in assigned stack areas.

Assist readers in stack areas, supervise proper use of library materials and facilities, and enforce library regulations.

Identify those stack sections, observed in the course of the normal job routine, where books need repair or rebinding and report these areas to the person responsible.

Serve as building supervisor during periods of limited use, which includes overseeing building security, maintaining order, being responsible for the building as a whole.

Participate in special shelf-reading and inventory projects, participate in maintaining seminar and special collections.

Assist in shelving and sorting of books as required.

Substitute for door guards as required.

QUALIFICATIONS:

A minimum of a high school education is normally required with an interest in and aptitude for "book centered" work. Pertinent experience for those in the library system, two (2) years as Senior Library Clerk, preferably with stack experience; for those outside the Library, three (3) years of pertinent experience. Ability to work a schedule which involves weekend and evening work on a rotating basis. Mature judgment and a sense of responsibility.

JOB CATEGORY:

Library Service Assistant I

DEFINITION:

Library Service Assistants, under the general supervision of professional staff members, are responsible for circulation and information desk operations, some training and supervision of library clerks and part-time staff, and the maintenance of records and files established in libraries to govern the acquisition, organization, and preservation of collections.

DUTIES:

Supervise and assist in circulation desk operations, providing information and assistance to readers, solving problems, handling complaints, etc.

Supervise proper use of library materials and facilities and enforce library regulations.

Maintain department library serial records, catalogs, and bindery records.

Some training and supervision of clerical staff and student assistants, scheduling staff, and assigning work.

Process materials for special collections, e.g., pamphlet files, technical report collections, etc.

Charge out microtext materials; instruct library users in operation of microtext readers and other special equipment.

Prepare or type correspondence relative to service or acquisitions. In smaller departments, duties might cover the entire range of library operations.

JOB CATEGORY:

Bibliographic Assistant I

DEFINITION:

Bibliographic Assistants are responsible for the creation, maintenance, and interpretation of the bibliographic records that describe library holdings and for the bibliographic processing of additions to the collections.

DUTIES:

As above and as follows:

Process purchase requests for books and serials by checking appropriate files, catalogs, bibliographies, and other appropriate sources to verify holdings, to complete bibliographic information, to establish entries, to identify source, price, etc. Perform acquisitions functions, including ordering, correspondence, billing, etc.

Under only general supervision, using cataloging information provided, process monographs and serials following more complex procedures than in routine processing, including necessary bibliographical searching and determination of proper forms.

Under general professional supervision, some training and supervision of clerical staff, part-time and student assistants, and assignment of work.

JOB CATEGORY:

Senior Library Clerk

DEFINITION:

Promotion to this classification is based on periods of service as specified in Article VII, Section 3(a).

DUTIES:

Employees promoted into this classification on the basis of experience will assume greater responsibilities and more complex duties in the job category.

JOB CATEGORY:

Assistant Head of Stacks II

DEFINITION:

Promotion to this classification is based upon periods of service as specified in Article VII, section 3(d).

DUTIES:

Employees promoted into this classification on the basis of experience will assume a higher degree of responsibility and independence in performing the duties of the job category.

JOB CATEGORY:

Library Service Assistant II

DEFINITION:

Promotion to this classification is based on periods of service as specified in Article VII, Section 3(b).

DUTIES:

Employees promoted into this classification on the basis of experience will assume a higher degree of responsibility and independence in performing the duties of the job category.

JOB CATEGORY:

Bibliographic Assistant II

DEFINITION:

Promotion to this classification is based on periods of service as specified in Article VII, Section 3(b).

DUTIES:

Employees promoted into this classification on the basis of experience will assume bibliographic work at advanced levels involving materials of unusual complexity.

JOB CATEGORY:*Head Typist***DEFINITION:**

Responsible for producing, modifying or supplementing bibliographic records and assisting supervisor of Card Preparations Section as required.

DUTIES:

Perform all typing duties of Card Preparations Section. Perform other duties as outlined under Library Typist.

Assist supervisor, as directed, in such functions as distributing typing assignments, answering questions, and training, etc.

QUALIFICATIONS:

A minimum of a high school education is normally required. Accurate typing at a minimum of thirty-five (35) words per minute. A minimum of four (4) years experience as a Library Typist or related work experience.

JOB CATEGORY:*Head of Stacks***DEFINITION:**

Directly responsible for the order and maintenance of stack collections as well as for general building supervision during limited periods as assigned.

DUTIES:

Train and oversee work of stack attendants and Assistant Heads of Stacks.

Responsible for maintenance of seminar and other special collections.

Serve as building supervisor on assignment during limited periods, including overseeing building security, maintaining order, being responsible for building as a whole.

Direct and participate in shelf-reading and inventory projects, and carry out projects related to stacks as assigned.

Plan and carry out shifting projects of books and other library materials in stacks.

Assist readers on stack floor.

Shelving and sorting books and other library materials as required.

Check materials on graduate and faculty carrels.

QUALIFICATIONS:

High school education is normally required. A minimum of two (2) years as Assistant Head of Stacks. See qualifications for Assistant Head of Stacks which also apply.

JOB CATEGORY:*Evening Superintendent***DEFINITION:**

Responsible for building security, physical plant and general library operations of main library building on a nightly basis.

DUTIES:

Supervise building security and general library operations.

Maintain continuing surveillance of physical plant.

Make appropriate decisions independently and in accordance with established policy as necessary during evening service hours.

Insure that part-time staff are present in those library service areas not in the charge of full-time staff and try to resolve problems related to evening operations.

As necessary, work with University departments to handle special security or emergency maintenance problems or to achieve acceptable levels of cleanliness.

Assist in performing building-related assignments. This includes checking completion of scheduled work, making minor repairs to furniture, setting up conference rooms for meetings and special functions, maintaining storage rooms, relocating furniture, and performing other related activities.

Train and supervise door guard and door guard reliefs.

Provide assistance in locating library materials.

Perform other related duties as necessary.

QUALIFICATIONS:

At least three (3) years of pertinent experience is required in progressively responsible supervisory jobs. Ability to train, supervise, and assess performance of staff members; and mature judgment in dealing with the full range of problems, both human and mechanical, that develop in a heavily used major library building.

JOB CATEGORY:*Head of Unit***DEFINITION:**

Responsible for the operation of a small library unit under the general direction of the relevant academic department and the Office of the Director of Libraries.

DUTIES:

Handles full range of duties necessary to operate a small library unit. This would include organizing the unit; developing operating budget within general administrative guidelines; working closely with faculty in developing services needed by the relevant academic departments; carrying out reference, circulation and acquisitions functions; scheduling and directing work of student employees as necessary; handling correspondence and maintaining files; preparing materials for binding; and ordering supplies and equipment.

QUALIFICATIONS:

An undergraduate degree or library experience in a relevant field, or a combination of the two. Mature judgment, a sense of responsibility, and a service oriented outlook are essential. Ability to handle foreign language materials is normally required.

JOB CATEGORY:

Binding Specialist

DEFINITION:

Responsible for operation of the Bindery Section, training and overseeing the employees working there, and advising librarians on binding questions generally.

DUTIES:

Coordinate and review the work of clerical and part-time employees in Bindery Section and train staff.

Examine materials to be bound and determine appropriate methods of handling.

Assign work of the Section and develop procedures and records for handling books and other library materials to be bound.

Prepare books and other library materials for binding, rebinding, etc. including materials requiring special instruction.

Handle communications with commercial binderies and internally with library units.

Purchase necessary supplies and equipment for repair and binding.

Examine books and other library materials returning from binders for quality of workmanship and conformity to binding standards.

Consult with responsible staff on library binding needs and recommend methods to meet specific requirements.

QUALIFICATIONS:

Knowledge of and experience with binding methods, standards, materials, etc. acquired through related work over a period of five (5) years. Ability to handle foreign languages. The minimum of a high school education is a normal requirement.

JOB CATEGORY:

Head of Photocopy Services

DEFINITION:

Under general supervision of Business Administrator, responsible for the operation and maintenance of photocopy equipment and activities supporting photocopying services in Van Pelt and other libraries.

DUTIES:

Copying, microfilming or otherwise duplicating library materials.

Servicing and making minor repairs to copy equipment, arranging for outside service, ordering and distributing supplies.

50

Collecting and counting copy machine receipts. Reconciling copy activity and receipts. Determining amount and timing of deposits and making bank deposits as necessary.

Servicing of bill-changing equipment including repair, coin-loading and bill collection. Inventory and reconciliation of receipts as necessary.

Assisting library staff and users in copying matters.

Training assistants and assigning and overseeing their work.

Photographic processing.

Performing other related duties as necessary.

QUALIFICATIONS:

Mature judgment and sense of responsibility. Service-oriented approach.

Mathematical aptitude and ability to maintain accurate records. Knowledge of photocopying and photographic equipment. Three (3) years of related experience.

JOB CATEGORY:

Head of Slide Collection

DEFINITION:

Responsible for operation of the Slide Collection, training and supervision of staff, coordinating acquisitions and bibliographic functions.

DUTIES:

Assigns work, develops procedures, trains and reviews work of clerical and part-time assistants. Performs bibliographic functions, including acquisition and cataloging of slides and photographs. Performs reference functions involving slide and photographic materials. Works closely with faculty in selection of new materials. Purchases supplies and equipment for Slide Collection.

QUALIFICATIONS:

Undergraduate degree in Art History. Ability to handle foreign languages. Extensive skill in bibliographical and reference work. Three (3) years previous experience in related work.

JOB CATEGORY:

Bibliographic Specialist

DEFINITION:

Does bibliographic work at advanced levels involving materials in a specific subject or language area or involving a special form of material.

DUTIES:

Performs acquisitions or cataloging functions in specific subject or language areas or for special materials, including selection, searching, and bibliographic description, preliminary subject analysis and preliminary classification.

51

QUALIFICATIONS:

Extensive skills in bibliographic matters, developed through a combination of experience and specific training. An undergraduate degree, normally in a pertinent subject or language field, and frequently, an advanced degree. Actual experience in bibliographic work and the ability to work independently.

JOB CATEGORY:

Circulation Department Faculty/Patron Liaison

DEFINITION:

Under the direction of the Head of Circulation, responsible for a wide range of faculty and user relations, problem-solving, collection agency activity, and related matters, for Van Pelt Circulation Department.

DUTIES:

Acts as faculty liaison for Circulation Department generally.

Uses telephone and other means of personal contact to call in requested volumes from faculty/staff or other borrowers who have not responded to regular notification procedures.

Ensures that all recalled books are returned promptly and made available to persons making the requests.

Serves as trouble shooter and handles special user problems, including assisting users with tracers, reported lost and returned books, mutilations, etc.

Handles correspondence, such as that relating to borrowing privileges and special requests, problems associated with borrowing, bad checks, collection agency cases, etc. This involves determining the appropriate response in consultation with the Head of Circulation, composing the letter, and some typing.

Coordinates relations with the collection agency and attendant problems.

Makes personal contact with users who have a quantity of overdue books and makes every effort to get books back prior to reordering.

Coordinates all activities relating to annual faculty/staff clearances; including written notices, telephone calls, renewals, etc. within framework of the automated circulation system.

Replaces missing pages in mutilated volumes, maintains appropriate records, and works with users reporting mutilations.

Related tasks as necessary. Some general Circulation Desk duties may be necessary but would not be on a regular basis.

QUALIFICATIONS:

Two years experience at Library Clerk or higher level at University of Pennsylvania Libraries preferred.

Demonstrated ability to work well with faculty/users/staff, and show tact and reasonableness.

Ability to handle all levels of problems with understanding and firmness.

Objective and level-headed; ability to analyze complex problems and situations.

Communicates clearly and easily both orally and in writing.

JOB CATEGORY:

Circulation Computer Operations Assistant

DEFINITION:

Under direction of Head of Circulation Department, responsible for devising procedures to adapt package computer programs to needs and policies of department, for maintenance and operation of programs, including some training of staff, and simple equipment adjustments.

DUTIES:

Within framework of packaged programs, devises procedures for handling specialized needs and policies of department and develops appropriate forms.

Works with computer company's service staff in resolving difficulties and problems relating to programs or equipment.

Resolves problems (both bibliographic and program-oriented) relating to input of data and assists Circulation librarian in revising data input by staff or part-time assistants. Acts as resident advisor on operation of equipment and programs.

Trains staff in operation of certain aspects of computer system.

Handles limited shifting of equipment, simple hook-ups of equipment, and minor adjustments to equipment, usually following directions of service representative of computer company.

Maintains all logs related to operation of computer system and the statistics produced.

Reviews reports and error listings and informs Head of Circulation of any problems, warnings, patterns, etc.

Maintains inventory and placement list of all equipment here and in transit for repairs; maintains supplies for computer system.

Supervises and/or runs repair and maintenance programs, and labels, notices, any special printed materials or lists, etc.

Identifies and corrects errors in data base.

Related tasks as necessary. Some general Circulation Desk duties may on occasion be performed, but not on a regular basis.

QUALIFICATIONS:

Some library clerical experience.

Attention to details and high degree of accuracy.

Good analytical abilities and willingness to experiment.
Mechanical aptitude.
Experience and skill in bibliographic work.
Good oral and written communication skills.
Familiarity with programming and on-line computer operations, preferred.

APPENDIX B

WORK RULES

Rest Breaks

Employees will normally take their breaks in or around the building whenever facilities are provided therein.

Smoking

Employees are requested not to smoke while on duty at public service desks. Other smoking limitations may be established where necessary.

Illnesses

If an employee is ill, the employee should notify the immediate supervisor as early in the day as possible and no later than the scheduled time of the employee's arrival. On certain opening schedules, it may not be possible to meet the latter provision, in which case the employee shall notify the supervisor as soon as possible.

On returning from an absence, an employee should report to the immediate supervisor as soon as possible so that the employee's record may be kept current.

If illness causes an employee to leave after reporting to work, the portion of the day that the employee does not work shall be deducted from the employee's sick leave allowance.

Lateness

If urgent or unforeseeable circumstances should cause an employee to be late, the employee should notify the immediate supervisor as soon as possible to explain the situation.

The time lost in any lateness shall be made up in a manner which is mutually agreeable to both the immediate supervisor and the employee.

Dress

Employees will present a neat appearance and come to the libraries appropriately dressed for work.

UNDERSTANDING IN THE ADMINISTRATION OF WORK RULES

1. All existing and future work rules shall be subject to mutual agreement before becoming effective. The University shall propose to the Union any changes in existing work rules or the establishment of new work rules, and such changes shall not become effective until they have been agreed upon by the University and the Union. After agreement, such new rules or changes shall be posted prominently on the bulletin boards for a period of ten (10) consecutive work days before becoming effective. Upon mutual agreement, a shorter period may be effected.

BEST COPY AVAILABLE

2. The University agrees to furnish each employee with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of employment.

Employees shall comply with all existing rules, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint as to a work rule or any complaint involving discrimination in the application of such rules shall be resolved through the grievance procedure.

APPENDIX C

UNDERSTANDINGS

1. The conditions contained in Article XVII, Vacations, Section 4, shall not apply to the four (4) elected officers of Local 590, namely: President, Vice President, Secretary-Treasurer, Recording Secretary, and that the employees while so elected to one (1) of the aforementioned offices shall be allowed to accumulate vacation days up to one hundred (100) days.
2. The intent of the language "that when work in an employee's current position is not available the employee accepts other work offered" as set forth in Article XII, Section 4, applies only to the application of the guarantee and the mechanics as to how this language is to applied shall be set forth in a Letter of Understanding between the parties. Such Understandings shall, where applicable, take into consideration the seniority provisions of the Collective Bargaining Agreement.
3. The Library Administration shall notify the President of the Union no later than December 1st of each year which libraries will be open or closed if the University's closing code is announced to the public.

BEST COPY AVAILABLE

AGREEMENT BETWEEN PRINCETON UNIVERSITY
AND
PRINCETON UNIVERSITY LIBRARY ASSISTANTS/
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 956, AFL-CIO

BEST COPY AVAILABLE
PRINCETON UNIVERSITY
Support Staff Contract

	Page
I. Agreement	3
II. Purpose	3
III. Recognition	3
IV. Non-discrimination	4
V. Wages and Classifications	4
VI. Union Rights:	5
A. Union Security	5
B. Dues Checkoff	6
C. Union Right to Information	6
D. Union Bulletin Board Space	6
E. Union Use of University Facilities	6
F. AFSCME Representatives on Campus	7
VII. Grievance Procedure:	7
A. Grievances and Arbitration	7
B. Informal Discussions	8
C. Labor Management Meetings	8
D. Stewards	9
VIII. Seniority, Promotions, Job Posting, Reclassifications	9
A. Seniority	9
B. Promotions	10
C. Job Posting	11
D. Position Reclassification	12
E. New or Changed Job Classifications	12
IX. Working Conditions:	13
A. Hours of Work	13
B. Overtime	13
C. Lunch and Rest Periods	14
D. Layoff and Recall	14
E. Contracting and Subcontracting	15
F. Automation	15
G. Discharge and Discipline	15
H. Probationary Period	15
I. Personnel Records	16
J. Rules and Regulations	16
K. Safety and Health Committee	17
L. Temperature	17
X. Leaves of Absence With Pay:	17
A. Sporadic Absences	17
B. Excused Absences for Compelling Reasons	17
C. Death in the Family	18
D. Time off for Marriage	18
E. Jury Duty and Court Appearances	18
F. Educational Leave	18
G. Reserve and National Guard Duty Training	18

XI. Leaves of Absence Without Pay:	18
A. Personal Leave without Pay	18
B. Union Leave	19
C. Child-rearing Leave	19
D. Military Service	19
XII. Benefits:	19
A. Vacation	19
B. Holidays	21
C. University Benefits and Programs	21
XIII. Miscellaneous:	22
A. Savings Clause	22
B. Correction of Paycheck Errors	22
C. Library Borrowing Privileges	22
D. Extreme Weather	22
E. Copies of this Agreement	23
XIV. Management Rights	23
XV. No Strike/No Lockout	23
XVI. Negotiations	24
XVII. Duration of Agreement	24

BEST COPY AVAILABLE

ARTICLE I AGREEMENT

This Agreement entered into this July 2, 1984, between the TRUSTEES OF PRINCETON UNIVERSITY, hereinafter referred to as the "University" and PRINCETON UNIVERSITY LIBRARY ASSISTANTS/AFSCME LOCAL 965, AFL/CIO, hereinafter referred to as the "Union".

ARTICLE II PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation, communication and understanding between the University and the employees covered hereby, for the purpose of collective bargaining with respect to compensation, hours of work and other conditions of employment as herein provided.

ARTICLE III RECOGNITION

The University recognizes Local 956 affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO and its Council No. 73, as the exclusive representative for all regular and temporary full-time and part-time library employees as defined below in the job classifications of Article V.

Full time regular employees are employees filling approved, budgeted, continuing positions on the regular payroll who work 36 1/4 hours per week for twelve (12) months of the year.

Part time regular employees are employees filling approved, budgeted, continuing positions on the regular payroll who work less than 36 1/4 hours but more than eighteen (18) hours per week, or less than twelve (12) months of the year.

Full time temporary employees are employees filling approved, budgeted positions on the regular payroll who work 36 1/4 hours per week for twelve (12) months of the year with a termination date specified at the time of employment.

Part time temporary employees are employees filling approved, budgeted positions on the regular payroll who work less than 36 1/4 hours but more than eighteen (18) hours per week, or less than twelve (12) months of the year with a termination date specified at the time of employment.

RECEIVED
JUL 19 1984
LIBRARY

ARTICLE IV NON-DISCRIMINATION

The University is committed to basing judgments concerning employees solely on their qualifications, abilities and performance. Neither party to this Agreement shall discriminate against any employee with regard to any area covered by federal or state legislation which would include sex, age, nationality, race, religion, marital status or handicap. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

ARTICLE V WAGES AND CLASSIFICATION

Employees who are promoted shall receive an increase of 7%-10% for a one grade promotion, or 10%-15% if the promotion is two pay grades.

Effective July 2, 1984 all employees who have completed their three month probationary period shall have their full time equivalent salary increased according to the following schedule:

Pay Grade		
127	A	5% and then by \$300
	B	5% and then by \$325
	C	5% and then by \$360
	D	5% and then by \$400
	E	5% and then by \$435
	F	5% and then by \$700

Effective July 1, 1985 all employees who have completed their three month probationary period shall have their full time equivalent salary increased by 4% and then by \$265.

Pay Grade	Minimum Rate		Classification
	After 3 Month Probationary Period		
	1984-85 Annual	1985-86 Annual	
A	\$ 9,650-\$12,400	\$10,036-\$12,896	Bindery Assistant Library Clerk I Library Shelver Library Office Asst. I Library Dup Mach Oper Book Repair Asst. I Library Filer
B	\$10,187-\$13,243	\$10,594-\$13,773	Tracing & Inventory Asst. Library Typist Library Clerk II Special Coll. Asst. I Senior Library Shelver Senior Bindery Assistant

BEST COPY AVAILABLE

C	\$10,699-\$14,100	\$11,127-\$14,664	Library Office Asst. II Library Secretary Reader Liaison Library Receptionist Library Unit Coordinator
D	\$11,300-\$15,255	\$11,752-\$15,865	Receipts Asst. Special Coll. Asst. II Searcher Lib. Repro. Spec.-Microfilm Lib. Repro. Spec.-A. B. Dick Book Repair Asst. III
E	\$11,897-\$16,061	\$12,373-\$16,703	Sr. Receipts Asst. LC Cataloguer Sr. Library Secretary Library Office Asst. III Sr. Searcher Bibliographic Specialist Lib. Photographic Spec. Spec. Coll. Asst. III Preservation Specialist
F	\$12,794-\$17,272	\$13,306-\$17,963	Archives Assistant Serials Pre-Cat. Asst. Spec. Coll. Asst. IV Science and Tech. Asst. Sr. LC Cataloguer Sr. Bibliographic Spec.

Employees for the first three months probationary period shall be paid a wage of 3% less than the above rates.

ARTICLE VI UNION RIGHTS

A. UNION SECURITY

All employees covered by this Agreement who are members of the Union, and all employees covered by this Agreement who subsequently join the Union, shall maintain their membership in good standing as a condition of continued employment. All employees hired after April 24, 1978 shall become members of the Union no later than the 30th day following the beginning of such employment and thereafter maintain their membership in the Union in good standing as a condition of continued employment. For the purposes of this article, an employee shall be considered a member of the Union in good standing if she/he tenders her/his periodic dues uniformly required as a condition of membership.

An employee who has failed to maintain membership in good standing as required by this Article shall be discharged within twenty (20) calendar days following receipt of a written demand from the Union requesting that she/he will be discharged from her/his position in the bargaining unit if, during such period, the required dues have not been tendered.

B. DUES CHECKOFF

The University agrees to deduct the biweekly Union membership dues from the pay of those employees who individually request in writing subsequent to the signing of this Agreement that such deductions be made. The amounts to be deducted shall be certified to the University in writing by the Union, and the aggregate deductions from all employees shall be remitted to AFSCME Council No. 73, Trenton, N.J., together with a list of names of all employees for whom the deductions were made, on or about the 15th day of the succeeding month after such deductions are made. This authorization shall be irrevocable for as long as permitted by applicable law.

The Union agrees to indemnify and save the University harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the University in compliance with the provisions of this Article, in reliance upon dues deduction authorizations which have been furnished it.

C. UNION RIGHT TO INFORMATION

The University shall provide to the Union, upon written request, any information which is legally required for the Union to function as the collective bargaining representative of employees covered by this Agreement.

The University shall notify the Union on a current basis of all hires, promotions, reclassifications, transfers, terminations, leaves of absence in excess of thirty (30) calendar days duration and temporary disabilities in excess of eight (8) calendar days within the bargaining unit. Such notification shall include the employee's name, work unit, job classification, and date of appointment, termination, or first and/or last day of leave.

In individual cases relating to the hire, promotion, transfer, discharge, layoff and scheduling of employees, specific information as to seniority and qualifications shall be made available to the Union upon request.

The Union shall receive on a current basis copies of all Princeton University Library Bulletins, and Library Council Summaries.

D. UNION BULLETIN BOARD SPACE

The University shall furnish and maintain adequate bulletin board space in designated work areas to be used exclusively by the local Union. There shall be two (2) such bulletin boards in Firestone, one to be located in the Staff Lounge and one to be located on the first floor at a mutually agreeable location. In addition there shall be bulletin board space in each branch library.

E. UNION USE OF UNIVERSITY FACILITIES

The University will provide adequate meeting space for Union general membership meetings subject to availability. Where the providing of such space requires additional labor cost to the University, such additional cost shall be borne by the Union.

F. AFSCME REPRESENTATIVES ON CAMPUS

Representatives of AFSCME or the Council may request permission of the Director of Personnel Services or designated representative to visit the University campus and library areas for the purpose of ascertaining whether or not this Agreement is being observed or to assist in processing grievances. Such permission will not be unreasonably withheld.

ARTICLE VII GRIEVANCE PROCEDURE

A. GRIEVANCE AND ARBITRATION

A dispute arising out of the interpretation, meaning, application or claimed violation of any provision of this Agreement shall be defined as a grievance and shall be handled in the following manner:

Step 1 — An employee with or without the steward or local union president or vice president, shall first present and discuss the grievance, either with the immediate supervisor or, if the local Union President and the Personnel Librarian mutually agree that it would be more appropriate, with the Personnel Librarian, within ten (10) working days after the occurrence of the event or within ten (10) working days after the employee should reasonably have had knowledge of the event out of which the grievance arises. An oral decision shall be given by the supervisor, or when appropriate, by the Personnel Librarian within five (5) working days thereafter.

Step 2 — If the grievance is not settled at Step 1, the grievance shall be reduced to writing and signed by the Steward or a local Union officer and the written grievance presented to the University Librarian or designated representative within five (5) working days after the date of the oral decision. A written answer to the grievance shall be given to the Union by the University Librarian or designated representative after in-person discussions or meetings between the parties within ten (10) working days after presentation of the written grievance. At this step the employee may be represented by a steward and by the local Union President, or designee.

Step 3 — If the grievance is not settled at Step 2 the Union shall, within five (5) working days following the date of the written answer of the University Librarian, submit the written grievance to the University's Director of Personnel Services or designated representative. The University's Director of Personnel Services or designated representative shall, after in-person discussions or meetings between the parties within ten (10) working days after receipt of the grievance, give the Union a final written answer. At this step the employee may be represented by a steward, the local Union president or designee, and a representative of the AFSCME Council.

The immediate supervisor or Personnel Librarian may have another member of the management staff present if the employee has a representative from the Union.

Any member of management who makes a decision of a formal grievance may not be present at a prior step in the formal grievance procedure.

If the grievance is not settled at Step 3, the matter may be submitted to arbitration as follows: The Union's written demand to arbitrate must be given to the University's Director of Personnel Services within fifteen (15) working days after the Step 3 answer. The Union shall simultaneously request the Federal Mediation and Conciliation Service to submit a panel of eleven (11) arbitrators. The parties shall meet within seven (7) calendar days of receipt of the panel to choose an arbitrator. The parties shall strike names, alternately, until only one person is left on the list, with the Union and University rotating on striking first. The University and Union may mutually agree to request an additional panel of arbitrators if the first list is unsatisfactory. The arbitrator is requested to submit the decision within thirty (30) calendar days of the close of the hearing. The award of the arbitrator shall be final and binding on the University, the Union and the employee or employees involved. The arbitrator is limited to determining matters concerning the application, meaning or interpretation of the Agreement and in no way can add to, delete or alter any aspect of this Agreement. The University and the Union shall divide equally in pay the fee and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

If the successive steps of the grievance and arbitration procedure are not utilized by the Union within the time limits provided, the grievance shall be considered withdrawn and this withdrawal shall be binding upon the University, the Union and the employee or employees involved. The time limits may be extended by mutual agreement of the parties. The Union itself may submit a grievance directly on behalf of a group of employees who are all directly affected. Time lost from work by the grievant, steward and/or Union president or designee to process the grievance at all steps and to be present at the arbitration hearing will result in no loss of pay.

The grievance procedure established here shall be the sole and exclusive formal remedy available to an employee or the Union for resolving disputes arising under this Agreement. If any subject matter which is or might be alleged as a grievance is instituted in any administrative action before a court, a governmental board, or agency, then such administrative procedure shall be the sole remedy and that grievance under this Agreement shall no longer exist.

B. INFORMAL DISCUSSIONS

Nothing in this Agreement should be interpreted to preclude informal attempts to resolve grievances or disputes which do not pertain to questions of interpretation, meaning, application or claimed violation of this Agreement. In such cases, employees may seek resolution of the problem with their immediate supervisor, Division or Department Head or a representative of the Personnel Office.

C. LABOR MANAGEMENT MEETINGS

The University and the local Union officers shall meet as necessary for the purpose of reviewing the administration of the Agreement and to discuss other matters of mutual interest. These meetings are not intended to by-pass the grievance procedure nor to be considered collective bargaining meetings, but rather are intended as

a means of fostering good employment relations through communication between the parties.

Either party may request a meeting and shall submit a written agenda of topics to be discussed at least one week prior to such meetings. If such meetings are held during working hours, the Union representatives shall be granted time off to attend without loss of pay.

D. STEWARDS

The Union will identify eight (8) stewards so that no undue hardship occurs in any work unit. Reasonable attempts shall be made by stewards to conduct Union business outside working time. The University recognizes that this will not always be possible in that there may be a need to resolve a grievance during working hours and for that purpose each steward and officer will be allowed reasonable paid time to conduct business under Step 1. Reasonable paid time means up to one hour per week per steward and officer. It is recognized that additional paid time for any individual steward and officer may be necessary. However, the total paid time spent by the stewards and officers at this step should not exceed 15 hours per week. The Union is responsible for reporting to the Personnel Librarian on a weekly basis all hours used under this article.

ARTICLE VIII SENIORITY, PROMOTIONS, JOB POSTING, RECLASSIFICATIONS

A. SENIORITY

Section 1 — Employees covered by this Agreement shall accumulate the following categories of Seniority:

- *a. Work Unit Seniority — length of service within the work units.
- b. Bargaining Unit Seniority — length of service within the bargaining unit.
- c. University Seniority — length of service with the University.

*A list of current "Library Work Units with Bargaining Unit Personnel" shall be posted on the bulletin board adjacent to the Personnel Office in Firestone Library and on all union bulletin boards.

"Length of Service" above shall mean continuous service from the original date of hire, with the following qualifications applying to employees who have terminated and been rehired:

- a. An employee who has terminated for a bargaining unit position and has been rehired into a bargaining unit position within ninety (90) calendar days shall have Bargaining Unit Seniority from the employee's original date of hire except for the intervening period.

b. An employee who has terminated from a bargaining unit position and has been rehired into a bargaining unit position more than ninety (90) calendar days after termination shall begin to accumulate Bargaining Unit Seniority as a new employee. One (1) calendar year after being rehired into the bargaining unit, the employee's Bargaining Unit Seniority previous to termination shall be added to that which has accumulated since the employee's return.

c. The above qualifications shall apply to Work Unit Seniority when the employee has terminated from and has been rehired into the same work unit.

Section 2 — Part-time employees

a. Any regular part-time employee shall accumulate University Seniority from the original date of hire.

b. A regular part-time employee shall accumulate Bargaining Unit Seniority and/or Work Unit Seniority on the basis of hours worked. That is, a regular part-time employee who is a member of the bargaining unit shall have Bargaining Unit Seniority and/or Work Unit Seniority calculated by accumulating the number of hours worked and converting this number to weeks, months, and/or years of service. For purpose of any such conversion, thirty-six and one quarter (36 1/4) hours equal one week.

c. If such a part-time employee becomes a full-time employee, those part-time hours shall be added to Bargaining Unit Seniority and/or Work Unit Seniority as a full-time employee.

Section 3 — Leaves Without Pay: An employee who has taken an approved leave of absence in excess of thirty (30) days without pay shall, upon return to a position in the bargaining unit, wherever applicable, have University, Bargaining Unit, and/or Work Unit Seniority from the employee's original date of hire, except for the intervening period of absence.

Section 4 — The University may find it necessary to hire employees on an hourly basis. If such an hourly employee becomes a permanent employee who regularly works more than eighteen (18) hours per week, that employee's seniority shall date from the date of employment as a regular employee.

B. PROMOTIONS

The library is committed to implementation of the principle of promoting employees from within the bargaining unit to vacant positions therein. Applicants within the bargaining unit shall be given preference over applicants outside the bargaining unit. However, if after an evaluation of the comparative qualifications, skills and abilities of an applicant within the bargaining unit and an applicant outside the bargaining unit, it is determined that the applicant outside the bargaining unit is better qualified for the vacant position, then in such case, the applicant outside the bargaining unit may be offered the position. In any instance where such offer is accepted, a grievance may be initiated as to whether the applicant outside the bargaining unit is better qualified.

In making a selection among qualified internal candidates for promotion the following standards shall apply: When two (2) or more employees apply for a position and meet all of the qualifications for the job stated in the job posting and the skills, abilities and performance are relatively equal, the person with the most bargaining unit seniority shall be offered the position.

All internal employee applicants who meet all the qualifications for the job stated in the job posting shall receive an interview with the prospective supervisor. When more than five (5) internal employees apply for the same position the prospective supervisor may decide only to interview the five (5) most qualified internal employees who are applying for the open position. An internal employee who is an applicant for a position, but who is not offered that position, shall be advised in writing as to the reasons for that rejection, provided the applicant makes such a request for the explanation in writing.

When an employee is promoted, but does not successfully complete the three (3) month probationary period, either in the supervisor's opinion or by the choice of the employee, the employee shall return to the previous job classification or another position in the same salary grade for which the employee is qualified, subject to availability. The employee's bargaining unit seniority and work unit seniority will continue to accumulate during such period.

The promotional procedure shall be implemented in a manner consistent with the Affirmative Action Program.

C. JOB POSTING

When an opening occurs in any job title covered by this Agreement, it shall be posted on the bulletin board adjacent to the Personnel Office in Firestone Library. The Recording Secretary of the Union and all library locations outside Firestone shall be notified of all job openings within the bargaining unit as they occur, i.e., immediately after the initial posting of such positions.

Notices of all vacancies and new positions covered by this Agreement shall list any special requirements beyond those stated in the classification description. They shall also list, for each such vacancy and position, salary level, work unit and hours of work if less than full time. In addition, notices of all vacancies and all new positions covered by this Agreement shall clearly indicate how and where to apply, and the time period during which an employee should submit an application.

All job openings must be posted according to the provision of this Section before an offer of employment may be extended to a candidate, with the following exceptions:

- a. Reclassification within a work unit. When an individual is reclassified within her or his current position, this position shall not be posted.
- b. Special situations, i.e., placing employees covered by this Agreement who have been identified for layoff, or placing employees covered by this Agree-

ment returning from leave such as temporary disability, worker's compensation, military leave, layoff, or instances of temporary promotions.

- c. When a position has been posted within thirty (30) days it is not required to be posted again if the position is to be offered to a bargaining unit employee.

Employees shall normally be expected and encouraged to remain in their current positions for one year before they are promoted or transferred through job posting. However, should promotional or transfer opportunities become available to employees after they have completed six (6) months in their current positions, they will be considered for promotional or transfer opportunities through job posting. The following criteria shall be used for allowing employees to be considered for transfer or promotion before completing six (6) months in their current positions:

- a. The transfer or promotion should be in the interest of the library.
- b. Current supervisor should agree to the transfer or promotion.
- c. The individual should be more suitably qualified for the position into which she or he moves.

The above criteria shall apply throughout all pay grades. Interpretation of the above criteria in individual cases shall be grievable according to the grievance and arbitration provisions of this Agreement (Article VII)

D. POSITION RECLASSIFICATION

When a supervisor recommends that an individual should be reclassified, the supervisor submits a Position Description and Analysis Form to the Personnel Librarian. The Personnel Librarian reviews this information and forwards it to the Personnel Reclassification Review Committee. The Review Committee will review all appropriate information, which may include a desk audit, before making a decision. The Personnel Librarian shall communicate in writing the final decision of the Committee to the supervisor and the employee.

If the recommendation to be reclassified is denied, and a desk audit was not part of the review, the supervisor or employee may request a desk audit of the position be performed which will include a personal interview with the employee involved. When a desk audit is performed, the employee may request a steward or local union officer be present at the desk audit including the personal interview. If a desk audit is requested after the denial of the reclassification request the Review Committee shall review all data and information again which will include the desk audit information. The Personnel Librarian shall communicate in writing the final decision of the Committee to the supervisor and the employee.

E. NEW OR CHANGED JOB CLASSIFICATIONS

In the event any new job classifications are created or any classifications changed, the University will notify the Union of any such proposed change and the proposed rate of pay for such classifications. The University will, upon request, meet with the Union to negotiate the appropriate rate of pay for any new or changed job

classifications. If no agreement is reached the Union may grieve the implementation of the new or changed position and pay rate.

**ARTICLE IX
WORKING CONDITIONS**

A. HOURS OF WORK

The work week shall consist of 36 1/4 hours for all full-time employees and at least eighteen (18) hours for all regular part-time employees. The work week shall commence at 12:01 a.m. Monday and end at 12:00 midnight Sunday.

Starting Time for Work: Employees' starting time for work will normally be established on a semester basis. Employees who are scheduled to work Monday to Friday and whose normal hours fall between 7:45, 8:00, 8:15, 8:30, 8:45, or 9:00 a.m. with the approval of the supervisor in accordance with the work requirements of the work unit. Where there is a conflict over the scheduling of starting times within the work unit, the employee's request shall be granted on the basis of greatest work unit seniority, in accordance with the work requirements of the work unit.

The University may schedule hours of work other than those set forth above in accordance with the work requirements of the work unit, the Library and the University. Such changes made in accordance with the work requirements shall not be unreasonable, arbitrary or capricious. The University will notify the Union fifteen (15) working days in advance of any change in the scheduling of hours of work and will, upon request, meet and discuss the changes with the Union prior to their implementation.

Any employee may, at the supervisor's discretion, make up time lost during the normal work week within the same work week.

B. OVERTIME

Overtime or work in excess of one's normal schedule is not permitted without the supervisor's authorization. All employees can be required to work a reasonable amount of overtime, where reasonable advance notice is given. There shall be no pyramiding of overtime premium.

- 1. Time worked in excess of eight (8) hours on a regularly scheduled work day will be paid at time and one half, except where the normal work day is more than eight (8) hours.
- 2. Hours worked in excess of forty (40) hours in one work week will be paid time and one half.
- 3. Hours worked on the seventh (7th) consecutive day worked in one work week will be paid at double the straight time rate.
- 4. In the event an employee is required to work on the regularly scheduled holidays designated by the University, that employee shall be paid at the rate of

time and one half in addition to the employee's regular pay for all hours worked on the holiday or the employee shall be paid at the rate of time and one half the employee's regular pay for hours worked on the holiday and shall, in addition, be credited with an additional day off with regular pay to be scheduled with the approval of the supervisor.

5. Paid absences shall be considered as time worked for purposes of computing overtime. Unpaid absences shall not be considered time worked in computing overtime.

Overtime shall be distributed as equitably as possible given the work requirements of the work unit. Overtime hours shall be offered to employees in a work unit on a rotating basis, starting with the employee with the greatest work unit seniority able to perform the overtime work. If no employee accepts the offer, the overtime shall be assigned by inverse work unit seniority on a rotating basis. Any overtime opportunity which is declined by an employee shall be counted as time worked for purposes of recording equitable distribution of overtime.

Employees shall have the option of taking time off as compensation for overtime work on an hour for hour basis in the same work week with supervisory approval based on the work requirements of the work unit. Employees may likewise make up time lost during the work week on an hour for hour basis without regard to the overtime provisions of this Agreement with supervisory approval. Such approval shall not be unreasonably withheld. The daily overtime provision shall not apply where an employee has voluntarily selected a schedule in excess of eight (8) hours per day.

C. LUNCH AND REST PERIODS

The current practice in the Library with regard to lunch and rest periods shall continue for the duration of this Agreement.

D. LAYOFF AND RECALL

In the event it becomes necessary to reduce the number of employees in any job classification, the University will make every attempt to achieve such reduction through normal attrition. If such a reduction cannot be achieved by normal attrition, the University will make every effort to offer the affected employees available positions in the bargaining unit comparable to the positions these employees held prior to the reduction, in an effort to avoid layoffs and demotions.

In the event a layoff is necessary, employees within the affected job classification shall be laid off from the following categories, subject to ability to perform available work, in the designated sequence:

- | | |
|--------|--|
| First | —Temporary employees in affected classification. |
| Second | —Probationary employees in the affected classification. |
| Third | —Regular part-time and full-time employees in the affected classification according to the bargaining unit seniority as defined in Article VIII Section A. |

Employees who are laid off shall be recalled in inverse order of layoff, subject to ability to perform available work. Employees to be recalled shall be notified in writing at their last known address as on file at the Office of Personnel Services. A copy of such notice shall be forwarded to the Union.

Employees to be recalled shall accept the rehiring within three (3) days after receipt of notice and shall report for work within fourteen (14) days after notice of rehire, and no new employee shall be hired into a position in the bargaining unit until the list of qualified former employees on layoff has been exhausted. Time limits for recall may be extended by the mutual agreement of both parties. An employee's right to recall shall cease one year after date of layoff.

An employee shall not be laid off without advance notice of termination, or pay in lieu of notice, in accordance with the following schedule:

<i>Years of Employment With University</i>	<i>Length of Notice</i>
1st year	2 weeks
2nd and 3rd year	4 weeks
4th and 5th year	6 weeks
6th and 7th year	8 weeks
8th and 9th year	10 weeks
10 years or more	12 weeks

The University will notify the Union in advance of any planned layoff or recall and will meet with the Union to discuss the layoff and recall.

E. CONTRACTING AND SUBCONTRACTING

Should it become necessary to contract out or subcontract any work or services now performed by employees in the bargaining unit, the University will notify the Union in advance and will meet with the Union to negotiate the impact on the employees so affected. Every effort will be made to offer them positions in the bargaining unit comparable to the positions such employees held at the time the work is contracted or subcontracted in an effort to avoid layoffs or demotions.

F. AUTOMATION

Should it become necessary to automate any work or services currently performed by employees in the bargaining unit, the University will notify the Union in advance and will meet with the Union to negotiate the impact on the employees so affected. Every effort will be made to offer them positions in the bargaining unit comparable to the positions such employees held at the time the work is automated in an effort to avoid layoffs or demotions.

G. DISCHARGE AND DISCIPLINE

Any non-probationary employee may be suspended, disciplined or discharged only for just cause.

H. PROBATIONARY PERIOD

The first three months of employment shall be considered a probationary period. Prior to the completion of this three month period each new employee will receive

an evaluation of her or his performance. If an employee is determined unsatisfactory during the initial three month period, that employee may be terminated. Disciplinary action including termination during the probationary period shall not be subject to the grievance procedure.

I. PERSONNEL RECORDS

An employee shall be allowed to see any item in her or his University personnel file. An employee shall be entitled to receive a copy of any item in such file upon request. Only a personnel representative and supervisors directly above an employee shall have access to the employee's University personnel file.

Evaluative material, including performance appraisals, shall not be placed in an employee's University personnel file or any other file unless the employee has been given the opportunity to read it, and has been given a copy upon her or his request. The signature of the employee on the personnel file copy will indicate that the employee has read the material but will not necessarily indicate agreement with its content. An employee may comment in writing about any such material in the file and the comments shall appear on the file copy or separately for attachment to the file copy. If an employee disagrees with the performance appraisal, that employee may request a review using Article VII Section B Informal Discussions. Performance appraisals cannot be used for disciplinary action. Performance appraisals shall be removed from the employee's file after two years or two performance appraisals have been completed, whichever is longer.

Disciplinary documents will be placed in the employee's University personnel file or any other file only after the employee has been given a copy upon her or his request. The signature of the employee on the file copy will indicate that the employee has read the material but it will not necessarily indicate agreement with its content. Any employee may comment about any such material in writing and that employee's comments shall appear on the file copy or separately for attachment to the specific item. Any employee not agreeing with the content of any disciplinary document may initiate a grievance concerning this disagreement with the content thereof. Disciplinary documents shall be removed from the employee's file after eighteen (18) months. The Union shall, upon request, receive copies of any disciplinary documents and comments thereon.

Except under binding legal process, no information about any employee shall be furnished to government, public or private party without the knowledge and consent of that employee. However, the University will, as a service to employees when possible, verify employment pursuant to standard requests from banks and other credit institutions.

J. RULES AND REGULATIONS

The University may promulgate reasonable rules and regulations, provided such rules are not inconsistent with any of the provisions of this Agreement, and provided further that the University shall meet and discuss any proposed rules and regulations with the Union prior to their adoption. Should the Union consider any such proposed rule or regulation unreasonable or in conflict with this Agreement, it may be subject to the grievance procedure.

K. SAFETY AND HEALTH COMMITTEE

There shall be a Committee on Safety and Health consisting of up to four (4) members from the Union and up to four (4) members from the University which shall meet as necessary to discuss matters of safety and health on the job.

L. TEMPERATURE

Employees shall not be required to work when temperature levels are unusually high or low in the work area. Should such a situation arise, the Union President or designee shall immediately contact the University Librarian or designee in an attempt to reach an agreement as to the working condition and how the matter should be handled.

ARTICLE X LEAVES OF ABSENCE WITH PAY

A. SPORADIC ABSENCES

Employees are allowed up to eight (8) sick days per year for each fiscal year. Employees hired July 1st through December 31st will be allowed up to eight (8) paid sick days for the fiscal year of hire; employees hired January 1st through March 31st will be allowed up to four (4) sick days for the fiscal year of hire. Probationary employees, including those hired as of April 1st for that fiscal year, will be allowed up to two (2) paid sick days during the probationary period. Unused sick days may not be compensated for nor be carried over to be added to next year's allotment.

When sporadic absence time is depleted, leave without pay may be used in case of illness. With supervisory approval, this additional time may be charged to vacation time or optional holidays. Approval will not be unreasonably withheld. Any employee who is ill for at least eight (8) consecutive calendar days shall receive benefits according to the University's Temporary Disability Plan.

B. EXCUSED ABSENCE FOR COMPELLING REASONS

Employees may need time off for reasons other than those provided for in leaves of absence with pay. Therefore, in order to provide time off with pay for compelling and essential reasons not covered by other leaves of absence, supervisors may approve up to fourteen and one-half (14 1/2) hours per year for full time employees to be used as excused absence; part time employees are eligible on a pro rata basis. Compelling and essential reasons may include an illness in the family, household emergency, car failure, a doctor's appointment for employee's child or an employee's appointment with a doctor or lawyer which cannot be scheduled outside of normal working hours.

Excused absence time cannot be used for vacation days or optional holidays. Unused hours for excused absence may not be compensated for nor carried over to be added to next year's allotment. If more than the allotted number of hours for excused hours is needed by an employee, the absence will be charged to leave without pay or may with supervisory approval be charged as vacation. Such approval shall not be unreasonably withheld.

C. DEATH IN THE FAMILY

In the event of a death in the immediate family of an employee, authorized paid absence may be granted to a maximum of three (3) days. With supervisory approval, additional time may be taken and charged to leave without pay or may, with supervisory approval, be charged to vacation or optional holiday. An employee's immediate family is defined as including the spouse and their children, as well as parents, grandparents, brothers and sisters on both sides and a resident member of the household.

With supervisory approval, time off may be granted to attend the funeral of a close relative who is not a member of the employee's immediate family. Such absences will be charged to leave without pay, or may, with supervisory approval be charged to vacation or optional holiday.

D. TIME OFF FOR MARRIAGE

The last working day prior to the day of marriage or the day of the marriage of a regular employee may be taken off with pay. With supervisory approval, additional time may be taken and charged to leave without pay, to vacation time, or optional holidays.

E. JURY DUTY AND COURT APPEARANCES

Regular pay will continue for time spent performing jury duty or as a subpoenaed witness. Appearances in court for traffic or other violations, or as a party in a law suit may be charged to leave without pay, to vacation days, optional holidays, or personal leave with supervisory approval.

F. EDUCATIONAL LEAVE

Where there is a direct and reasonable relationship to the present job assignment, paid time off for the purpose of taking courses may be granted by the University Librarian or designee, upon the recommendation of the immediate supervisor. The work requirements of the work unit and the relationship of the course to the present job assignment will be major considerations as to whether or not paid time off shall be granted.

G. RESERVE AND NATIONAL GUARD ACTIVE DUTY TRAINING

Periods of annual military reserve training, to a maximum of fifteen (15) calendar days, will be allowed as leave with pay. The University will assure the difference between the employee's military base salary and that of the University. If vacation time is used, the employee retains the entire military salary.

ARTICLE XI

LEAVES OF ABSENCE WITHOUT PAY

A. PERSONAL LEAVE WITHOUT PAY

Personal leaves of absence without pay may be granted for periods of up to thirty (30) calendar days for employees who have been employed more than one year. Requests for such leaves will be submitted in writing to the immediate supervisor

for approval. Such requests must be submitted at least two (2) weeks in advance if the leave is to be of more than five (5) working days duration. An employee on an approved leave of absence without pay for thirty (30) calendar days or less shall be reinstated in her/his job. Requests for extensions beyond the thirty (30) days may be granted in exceptional circumstances by the Director of Personnel Services. An employee on an approved leave of absence without pay for more than thirty (30) days duration shall be reinstated in the previous job classification or another position in the same salary grade for which the employee is qualified, subject to availability. During an approved leave of absence without pay, the University shall continue enrollment in the University group health insurance plan and group life insurance.

B. UNION LEAVE

The University, upon reasonable notice, shall permit a maximum of ten (10) workdays without pay per year (July 1 to June 30) to be utilized by the Union officers, stewards, and/or delegates for conventions, seminars or other similar Union-sponsored activity. Such leaves will be approved provided there is no undue interference with work requirements of the work unit.

C. CHILD-REARING LEAVE

A leave of absence without pay for child-rearing purposes may be granted for up to one year for either parent or both.

D. MILITARY SERVICE

Time for extended military service will be granted without salary for a period of up to four (4) years to any regular employee who is drafted or who enlists in the Army, Navy, Air Force, Coast Guard or Marines, or an employee who as a member of the National Guard or organized Reserve is called into active duty. At the time of departure from the University the employee will be paid for all accumulated vacation time.

Within ninety (90) days of discharge from active duty or within one year if hospitalized after discharge, reemployment may be pursued with the Office of Personnel Services and every attempt will be made to offer a position comparable in status and pay to the former University job, providing the employee retains the proper credentials. Service with the University will be considered continuous from the date of the original employment. The returning veteran may not be discharged without cause for a one year period from rehire.

ARTICLE XII

BENEFITS

A. VACATION

During the first year of employment, vacation time is earned from the employee's date of employment through the following June 30th. Thereafter it is earned from July 1st through the following June 30th. Vacation earned during this period may be taken when earned with the supervisor's prior approval except during the probationary period. Reasonable notice shall be given for vacation requests by employees.

Vacation allowances are based on fiscal year of service as follows:

1. One year of service: 22 working days per year.
2. Less than one year of service, vacation allowance computed as follows:
 $.424 \times (\text{number of weeks worked through June 30th})$
= vacation days earned.

Part-time employee's vacation days shall be computed as follows:

1. Part-time employees working the same number of hours each day, five (5) days each week, shall receive the full vacation allowance of twenty-two (22) vacation days, paid at the employee's regular part-time salary rate. For example, in one fiscal year of service an employee working four (4) hours each day, five (5) days each week, shall have accumulated twenty-two (22) vacation days at four (4) hours per day, or eighty-eight (88) hours of vacation time.

Such part-time employees with less than one full year of service shall receive vacation time computed according to the following formula: $.424 \times (\text{number of weeks worked through June 30}) = \text{vacation days earned}$.

2. Part-time employees working less than a five (5) day work week, and/or a different number of hours each work day, shall receive vacation time paid at the employee's regular part-time salary rate, computed on an hours basis according to the following formula:

$\frac{(\text{schedule of hours per week})}{36.25} \times 3.074 = \text{vacation hours earned}$

36.25

(number of weeks worked) = vacation hours earned

*3.074 = number of vacation days earned in one full-time week

(.424) $\times$ number of hours in one full-time work day (7.25).

After completion of the probationary period, earned vacation days are retroactive to the date of hire. Probationary employees are not compensated for accumulated vacation upon termination.

Employees shall receive their regular rate of pay during a vacation. Choice of vacation days shall be granted on the basis of seniority within a work unit if the schedule of work permits (determined by the supervisor). For seniority to be honored in scheduling vacation days, vacation notice must be made at least thirty (30) days in advance.

The vacation allowance earned in one fiscal year may not be carried over beyond June 30th of the succeeding year.

At termination an employee will receive full pay at the employee's current rate for all unused vacation days.

When a University holiday falls within an approved vacation period, it is not to be counted as a vacation day. If an employee becomes ill during a vacation period, the

employee may request that the portion of the vacation during which the employee was ill be converted from vacation time to sick leave. In order to be eligible for such conversion of vacation to paid sick leave, the employee must submit acceptable evidence of hospitalization or of a doctor's attendance. When a death occurs in the immediate family while an employee is on vacation, death in the family leave time may be taken instead of vacation time. Employees do not earn vacation time while on leave of absence without pay.

B. HOLIDAYS

There are eleven (11) paid holidays annually. Nine (9) holidays are designated by the Office of Personnel Services in a yearly holiday schedule and the two remaining days are optional and may be taken with the prior approval of the supervisor. The University shall have the right to designate one of the holidays as an optional holiday for a particular year. All regular full-time employees of the bargaining unit will receive their usual pay for designated holidays. All regular employees who have a work schedule of five (5) days per week which does not include the designated holiday will receive an additional optional holiday in lieu of that day. Any regular part-time employees who work less than five (5) days per week will have the number of holidays for which they are eligible prorated to their percent duty time. Designated holidays which occur during a sporadic absence or a vacation period are to be considered holidays rather than sporadic absences or vacation. Employees are not eligible for holiday pay during a period of temporary disability, worker's compensation or a leave without pay.

Optional Holidays — All regular employees of the bargaining unit, full-time and part-time, will receive their usual pay for an optional holiday. Optional holidays must be taken in the fiscal year in which they are given. Unused optional holidays will not be paid for at termination. Employees hired July 1st through December 31st will be granted two optional holidays for the fiscal year of hire; employees hired January 1st through June 30th will be granted one optional holiday for the fiscal year of hire. Probationary employees will be allowed one (1) optional holiday during the probationary period.

C. UNIVERSITY BENEFITS AND PROGRAMS

For the duration of this Agreement the University shall continue to provide the benefits or equivalent or better benefits as contained in the following University programs, plans or policies.

1. Employee Education Assistance/Tuition Rebate Program
2. Faculty and Staff Children's Educational Loan Program
3. Faculty and Staff Children's Remission Scholarship
4. Pension Plan
5. Housing Program
6. Continuing Education Program
7. Health Insurance Plan
8. Temporary Disability Leave
9. Group Life Insurance Program/Accidental Death & Dismemberment
10. Business Travel Accident Insurance
11. Supplemental Retirement Annuities
12. Workers' Compensation

Before any changes in the above benefits are made the University shall notify and meet with the Union to discuss such changes prior to any implementation. If the Union disagrees with any changes it may initiate a grievance at Step 3 of the grievance and arbitration procedure.

ARTICLE XIII MISCELLANEOUS

A. SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to meet promptly to discuss a substitute for the invalid article, section or portion thereof.

B. CORRECTION OF PAYCHECK ERRORS

The University shall correct and adjust any errors in an employee's paycheck within the immediately succeeding pay period after appropriate notice is received in the Payroll Section. The "immediately succeeding pay period" will be determined giving due consideration to regular payroll processing cutoff dates. A list of these dates will be made available to the Union.

C. LIBRARY BORROWING PRIVILEGES

Borrowing privileges include loans, renewals, recalls, holds and traces. All categories of borrowers are subject to fines.

Library employees shall not have a reduction in borrowing privileges currently enjoyed unless such reduction is applied equally to other categories of borrowers who currently enjoy the same borrowing privileges as library employees.

D. EXTREME WEATHER

When regularly scheduled work hours are reduced as a result of extreme weather conditions, either through a release from work or a delayed opening, employees who are at work shall be compensated for a normal work day. Only those employees who are required to work (provide necessary services) when other employees are released from work shall be provided with equivalent time off at a later date. The University will promptly inform all work units in the library whenever regularly scheduled work hours are reduced.

When the University schedules a delayed opening, special announcements will be made over the local radio stations as early as possible. Only those employees who are required to work (provide necessary services) when other employees may arrive late to work shall be provided with equivalent time off at a later date. Employees who arrive prior to the adjusted starting time shall not be required to begin work until the adjusted starting time. But those employees who choose to remain in the work place will be required to work.

E. COPIES OF THIS AGREEMENT

The University shall print and supply the Union with sufficient copies of this Agreement, at the earliest possible date (preferably within thirty (30) calendar days after the signing of the Agreement), to be distributed to all present employees and to future employees employed during the term of this Agreement. The Union shall distribute copies of this Agreement to all present employees. The University shall supply copies of this Agreement to new employees at the time they are hired.

ARTICLE XIV MANAGEMENT RIGHTS

Unless specifically limited by express language of this Agreement, the University retains all of the power, rights, functions and responsibilities and authority to carry out its educational mission, to undertake all related supporting functions and direct its employees, which belonged to the University prior to the Union's certification. Unless specifically limited by express language of this Agreement, the rights reserved to and retained by the University but by no means wholly inclusive, are the right to hire; to assign duties to the work force, to assign or transfer temporary or permanent employees to other classifications as operations may require; to determine the number of and type of employees required including part time, temporary and student employees; to introduce new or improved methods, machinery or facilities; and in all respects to carry out the ordinary and customary functions of management.

ARTICLE XV NO STRIKE/NO LOCKOUT

The University agrees that there shall be no lockouts during the term of this Agreement. No employee shall suffer any loss of pay or seniority as a result of any breach of the above provision.

Neither the Union nor any employee shall engage in any strike, sympathy strike, work stoppage, concerted slowdown, refusal to cross any picket line established at Princeton University, or interrupt work in any other way.

Any employee engaging in activity prohibited by this Section may be subject to termination or other disciplinary action. Employees may grieve discharge or disciplinary actions taken pursuant to this section only as to whether the affected employee(s) did not in fact engage in any activity in violation of the Section. Further, for any employee who in fact did participate in any activity in violation of this section, and if such violation is the employee's first such offense, occurring after the date of this Agreement, then the employee or the Union may use the grievance and arbitration provisions of this Agreement with respect to any discipline which may have been imposed upon the employee by the University for her/his participation. Discipline imposed upon any employee for her/his second or subsequent such offense during the term of the employee's employment and after

the date of this Agreement shall not be subject to arbitration. However, the limitation on discipline during the first or second day of violation in the following paragraph shall not apply for any employee for the second or subsequent offense during her/his employment and after the date of this Agreement.

The University shall notify the Union of any violation of this Section. Notification to the Union may be given to Union officials or stewards or to AFSCME Council No. 73. The Union officials and stewards shall make every effort to prevent employees from carrying out activity which is in violation of this Section. Discharge of employees for engaging in activity in violation of this Section pursuant to the preceding paragraph shall not take place until after the first full workday of such activity for those employees.

The maximum discipline under the preceding paragraph on the first or second work days referenced above shall be a suspension not to exceed ten (10) days. Such suspended employee shall be reinstated in the same position with no loss of seniority. No damage action shall lie against AFSCME Council or the International Union unless officials of those organizations participate in or condone violations of this Section.

In the event of an alleged breach of this provision the University may proceed with expedited arbitration by filing with the American Arbitration Association a notice of alleged breach of this provision with a copy to the Union. The American Arbitration Association shall appoint an impartial arbitrator within twenty-four (24) hours of receipt of such notification and a hearing shall be held within twenty four (24) hours of the appointment of the arbitrator. Such arbitrator shall have authority to issue a cease and desist order directing that any activity in violation of this Section be ended with an opinion to substantiate such award to follow subsequent to the award issuance. Nothing in this paragraph shall mean the University waives any other remedies which might be available to it.

ARTICLE XVI NEGOTIATIONS

The University and the Union acknowledge this to be their complete Agreement and inclusive of all negotiable issues whether or not discussed in bargaining preceding this Agreement and hereby waive any right to further negotiations on any issues presented or not presented in the negotiations or covered or not covered by the Agreement. This provision shall not apply when the parties mutually agree to the contrary or when a specific provision of this Agreement provides to the contrary.

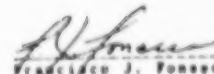
ARTICLE XVII DURATION OF AGREEMENT

This Agreement shall be effective July 2, 1984, and shall continue in full force and effect up to and including June 29, 1986, and shall continue from year to year

thereafter, unless written notice shall be given by either party to the other of its desire to renegotiate the Agreement at least 60 days prior to the end of the current term or prior to the end of any subsequent year.

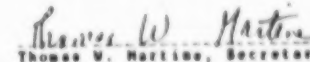
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their respective seals to be hereunto affixed and duly attested by their respective offices thereunto duly authorized.

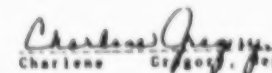
PRINCETON UNIVERSITY
LIBRARY ASSISTANTS/
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 936

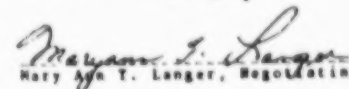

Francisco J. Fonseca, President


Elaine E. Polachney, Vice President

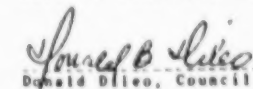

Donna M. Craver, Recording Secretary


Thomas W. Martine, Secretary-Treasurer

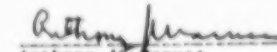

Charlene Ergon, Negotiating Committee


Mary Ann T. Langer, Negotiating Committee


Kevin C. Shopland, Negotiating Committee


Donald Dileo, Council No. 73 Staff Representative

THE TRUSTEES OF
PRINCETON UNIVERSITY


Anthony J. Maruca
Vice President,
Administrative Affairs


John W. Brainerd, Jr.
Director of Personnel Services

BEST COPY AVAILABLE

UNIVERSITY OF WASHINGTON
Support Staff Contract

UW-CBA #11
11/18/77-11/18/80

* Extended Until NOV 18 1982

A G R E E M E N T

by and between the

UNIVERSITY OF WASHINGTON
LIBRARY BARGAINING UNIT

and the

WASHINGTON FEDERATION OF STATE EMPLOYEES
AFL-CIO

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - PREAMBLE - RECOGNITION	1
ARTICLE 2 - NONDISCRIMINATION	1
ARTICLE 3 - AFFIRMATIVE ACTION	1-2
ARTICLE 4 - MANAGEMENT RESPONSIBILITIES	2
ARTICLE 5 - JOINT BARGAINING UNIT/LIBRARY MANAGEMENT COMMITTEE	2-3
ARTICLE 6 - UNION DUES DEDUCTION	3
ARTICLE 7 - UNION STEWARDS	3-4
ARTICLE 8 - UNION STEWARD TRAINING	4
ARTICLE 9 - UNION BUSINESS ACTIVITIES - LEAVE	4-5
ARTICLE 10 - GENERAL PROVISIONS	5-6
ARTICLE 11 - SAFETY	6
ARTICLE 12 - BARGAINING UNIT LISTS	6
ARTICLE 13 - VACANCIES	6
ARTICLE 14 - COMPENSATION PROVISIONS	6
ARTICLE 15 - CLASS SPECIFICATIONS AND SALARY SCHEDULES	6-7
ARTICLE 16 - REALLOCATION OF POSITIONS	7
ARTICLE 17 - SALARY SURVEY	7
ARTICLE 18 - GRIEVANCE PROCEDURE	7-10
ARTICLE 19 - SUBORDINATION OF AGREEMENT AND SAVING CLAUSE	10
ARTICLE 20 - DURATION OF THIS AGREEMENT	10
APPENDIX - DESCRIPTION OF BARGAINING UNIT	12
ATTACHMENT - COMPENSATION PLAN ANNEX	

Pursuant to the Washington State Higher Education Personnel Law (28B.16 RCW), and applicable provisions of the Higher Education Personnel Board's Collective Bargaining Rules, this Agreement is made by and between the Board of Regents of the University of Washington, hereinafter referred to as the "Employer"* and the Washington Federation of State Employees, Council 28, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

- 1.2 The parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee/management cooperation; to promote fair and reasonable working conditions; to promote effective methods for prompt adjustment of differences, misunderstandings, and disputes; to provide for meaningful collective negotiations on personnel matters over which the appointing authority of the University of Washington may lawfully exercise discretion; and to provide equality of opportunity, consideration, and treatment for all employees of the bargaining unit in all phases of the employment process.
- 1.3 The provisions of this Agreement apply to those classified staff employees who are employed at the University of Washington Libraries in a unit (see Appendix--hereinafter referred to as "Employees") as determined on September 14, 1972, by the Higher Education Personnel Board and modified by the Board on August 16, 1974, under the 1969 Higher Education Personnel Law.
- 1.4 By certification of the Director of the Higher Education Personnel Board on July 24, 1973, the Washington Federation of State Employees, AFL-CIO, is recognized as the exclusive representative for all employees in the bargaining unit.

ARTICLE 2 - NONDISCRIMINATION

- 2.1 The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee who may be a qualified handicapped individual or because of age, sex (except where sex or age is a bona fide occupational qualification), race, national origin, color, creed, religious, or political beliefs.

ARTICLE 3 - AFFIRMATIVE ACTION

- 3.1 Policies. In conjunction with Federal and State Executive Orders the Employer and the Union agree on the need for an affirmative action approach to correct and review any inequities in the employment process.

*"Employer" is the Board of Regents of the University of Washington acting through the Director of Libraries and administrative, managerial and supervisory personnel in such capacities as determined by the Board.

An affirmative action plan requires the Employer to make special efforts to recruit, employ, retain and promote qualified members of groups formerly excluded even if that exclusion cannot be traced to particular, discriminatory actions on the part of the Employer.

- 3.2 The Union and the Employer agree to abide with and support applicable statutory and administrative laws pertaining to equal opportunity and elimination of employment inequities suffered because of age, sex, race, color, creed, national origin, religion or physical disability.
- 3.3 Goals and Timetables. Upon request the Employer will provide the Union with affirmative action reports which set forth the goals and timetables of the University for library employees.

ARTICLE 4 - MANAGEMENT RESPONSIBILITIES

- 4.1 The Employer, through its designated management personnel, has the right and responsibility, except as expressly modified by this Agreement, to control, change, and supervise all operations, and to direct and assign all employees work appropriate for their classification. Such right and responsibility shall include, by way of illustration but not be limited to, the selection and hiring of employees, discipline, and discharge for justifiable cause, classification, reclassification, suspension, layoff, promotion, demotion, or transfer of employees in accordance with the applicable Higher Education Personnel Board Rules, establishment of work schedules, and control and regulation of the use of all equipment and other property of the University. The Employer shall determine the method, technological means, and qualifications of personnel by and for which operations are to be carried out. The Employer shall take action as may be necessary to carry out its responsibilities in any emergency situation.
- 4.2 Application of this Article shall not preclude use of the appeal procedure as provided in WAC 251-12 of the Higher Education Personnel Board Rules, or use of the grievance procedure as established in this Agreement.

ARTICLE 5 - JOINT BARGAINING UNIT/LIBRARY MANAGEMENT COMMITTEE

- 5.1 A Joint Committee shall be established and shall consist of three persons named by the bargaining unit employees and three persons named by the Employer, including the Director of Libraries or his/her designee who shall act as chairperson. One additional resource person or representative may attend as determined necessary by either side.
- 5.2 The purpose of the Committee is to provide for communication between members of the unit and the management and to deal with personnel matters of general concern as opposed to individual complaints of employees. Accordingly, the Joint Committee shall not discuss grievances properly the subject of the procedure outlined in the article entitled "Grievance Procedure."

- 5.3 Requests for quarterly meetings of the Committee by either party shall be honored; however, the Committee may meet more or less frequently as is mutually agreeable between the parties. The Committee shall develop its own procedures with respect to these meetings; however, at least a week's notice shall be given of the meeting and the topics to be discussed.
- 5.4 Employees who are members of the Committee and who participate in such meetings as representatives of the unit shall have no deduction in their regular salary made for such meeting time. However, such time shall not be construed as work time, and no overtime shall be paid for any meetings held outside the regular work hours of an employee.
- 5.5 The Joint Committee shall have no bargaining authority; however, any agreements reached through this process shall be supported by the unit representatives and library management.
- 5.6 It shall not be the intention of this article to obligate either party to this Agreement thereby to negotiate on personnel matters appropriately covered in this labor Agreement, or to alter, limit, restrict, or reduce prerogatives of either party outlined in this Agreement.

ARTICLE 6 - UNION DUES DEDUCTION

- 6.1 The Employer shall provide for payroll deduction of uniform union dues for employees on the monthly payroll upon written authorization by the individual employee. Recognized payroll deduction authorization cards which are submitted to the Employer's Payroll Office by the 15th day of the month shall become effective as of the first day of the same month.
- 6.2 In order to cancel payroll deduction of union dues, it is the sole responsibility of the employee to file a written notice with the Employer's Payroll Office and also to file written notice with the Union (Washington Federation of State Employees, Local 1488, 444 N.E. Ravenna Boulevard, Seattle, Washington 98115) thirty (30) calendar days prior to the effective day of the cancellation. Such cancellation shall take effect on the first of the month following the 30-day period above.
- 7.3 Each month, the Employer's Payroll Office will transmit the total deducted amount of dues money to the Union's office together with a list of current members on dues deduction together with any additions and deletions for that month.

ARTICLE 7 - UNION STEWARDS

- 7.1 The Employer recognizes the right of the Union to designate Union stewards who shall be authorized to take up employee grievances, through the grievance procedure.
- 7.2 A Union steward who is a bargaining unit employee and is processing a grievance in accord with the Grievance Procedure shall be permitted reasonable time to assist in the resolution of legitimate employee

grievances on the Employer's property without loss of pay or recorded work time. Time off for processing grievances shall be granted to a union steward by supervision following a request, but in consideration of any job responsibilities. If permission for time off cannot be immediately granted, the supervisor will arrange for time off at the earliest possible time thereafter.

- 3 The Union shall prevail upon all employees in the bargaining unit, and especially union stewards, to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the union stewards and other union representatives in the speedy resolution of any grievances that may arise.
- 4 Union stewards shall normally process grievances only within their area of jurisdiction.
- 5 The Union agrees to periodically submit an up-to-date list to the Office of Labor Relations, indicating the names of all union stewards, their work locations and jurisdiction. In any event, said list shall be submitted at least annually with changes noted as they occur.

ARTICLE 8 - UNION STEWARD TRAINING

- 1 If training classes for union stewards are held during the term of this Agreement, each of the Union's designated new union stewards shall be allowed a total of eight (8) working hours without loss of pay to participate in the Union's steward training program. Said time off must be approved in advance by the employee's supervisor, and will be contingent upon the supervisor's ability to provide proper work coverage during the requested time off. The number of designated union stewards attending any particular class shall be on a mutually agreeable basis.
- 2 Each union steward who has taken the eight-hour training course shall be allowed an additional two (2) hours in a subsequent year to attend a refresher course conducted by the Union.
- 3 The Union shall submit to the Office of Labor Relations, at least two (2) weeks in advance, the names of those union stewards who will be planning to participate in a given training or refresher course.

ARTICLE 9 - UNION BUSINESS ACTIVITIES - LEAVE

- 1 Employees who intend to absent themselves from work for the purpose of attending and participating in union business functions or programs, such as meetings, conventions, seminars, or in other authorized meetings at the Union's request, may do so with approval under the following conditions:

1. Use accrued vacation time, in accord with WAC 251-22-070;

- b. Take leave of absence without pay in accordance with WAC 251-22-200 of the Higher Education Personnel Board Rules and/or;

- c. Use holiday compensation time (WAC 251-22-040).

- 9.2 The union representative and/or the employee shall notify the Director of Labor Relations and the affected employee's immediate supervisor at least one (1) week prior to the planned absence.

ARTICLE 10 - GENERAL PROVISIONS

- 10.1 Personnel Policies and Procedures. Published personnel policies and procedures affecting employees in the bargaining unit shall be available upon request of bargaining unit union representatives for their perusal. Contemplated modifications to existing personnel policies and procedures may be a subject for Joint Bargaining Unit/Library Management Committee meetings pursuant to Article 5.

- 10.2 Staff Training Development. The Employer will develop and maintain an employee training and development plan as outlined in WAC 251-24-030.

It is understood that a representative of the Union will be invited to participate as a member of the Staff Training and Development Advisory Committee, or other appropriate committee of the Training Office, in reviewing training pertaining to bargaining unit work.

Any release time off for training for employees accepted for such classes shall be in accord with the Executive Order (currently No. 52) governing this matter.

- 10.3 Rest Periods. The employees shall be entitled to a fifteen (15) minute rest period normally in the middle of each one-half (4-hour) work day period.

- 10.4 Temporary Assignments. When a bargaining unit employee is temporarily assigned by Library Management in writing to perform the principal duties of a higher level position for a period of five (5) or more consecutive working days, he/she shall be compensated at a salary which represents a five percent increase beyond the employee's current step but not to exceed the maximum of the range for the higher classification. Said increase shall be effective as of the first day of the assignment, which shall be made in accord with Higher Education Personnel Board Rules on temporary employment.

- 10.5 Off the Job Activities. The private and personal "off the job" life style and activities of an employee shall not be legitimate grounds for disciplinary action initiated by Management except where such life style or activities constitute a conflict of interest as set forth in RCW 42.18, are directly detrimental to the employee's work performance, or are exercised in violation of WAC 251-12-010.

- 10.6 Disciplinary Actions. If Management initiates a written reprimand to an employee, the employee may, upon request, have a union representative present at a meeting scheduled by Management to review such reprimand. If the Employer brings disciplinary action against a classified employee for any reason, the employee shall be apprised of the reasons for the action and of any rights of appeal as provided in Higher Education Personnel Board Rules or in Article 18 - Grievance Procedure.

ARTICLE 11 - SAFETY

- 11.1 All work shall be performed in conformity with the applicable safety standards called for by the Washington Industrial Safety and Health Act (WISHA) and approved and adopted by the Department of Labor and Industries. Any employee who is given a work assignment which he/she has reason to believe may require unsafe procedures shall immediately notify his/her supervisor or shop steward, and shall not be required to perform any allegedly unsafe assignment until the condition has been reviewed by the union steward and a higher level of supervision and the Director of Libraries and/or his/her designee. If the matter is not resolved satisfactorily, the supervisor or employee may request a decision from the University's Environmental Safety Office or the Department of Labor and Industries.

- 11.2 Employees in the bargaining unit are encouraged to report immediately to supervision any apparent unsafe working conditions. Employees shall use required safety devices and perform work according to required safety procedures.

ARTICLE 12 - BARGAINING UNIT LISTS

- 12.1 Upon request, the Labor Relations Office will furnish the Local Union, semi-annually, a current list of all employees in the unit, the department in which they work, and their classification.

ARTICLE 13 - VACANCIES

- 13.1 Upon request, the Library Administrator for personnel matters will share with designated union representatives information about classified positions within the bargaining unit which are purportedly being abolished or held unfilled.

ARTICLE 14 - COMPENSATION PROVISIONS

- 14.1 The parties agree to incorporate the Higher Education Personnel Board approved Compensation Plan Annex for the University as governing hours of work and compensation provisions under this contract.

ARTICLE 15 - CLASS SPECIFICATIONS AND SALARY SCHEDULES

- 15.1 Both the Employer and the Union shall make reasonable effort to notify the other party prior to submitting any addition, modification, and/or

deletion of a class specification within the bargaining unit or salary schedule to the Board for approval. Such notification shall be for the purpose of considering any objections which may be presented by the other party.

- 15.2 Each party shall make a reasonable effort to notify the other of any intention to challenge the addition, modification, and/or deletion of any salary schedule or the allocations of any class specification in order to discuss the reasons for such challenge prior to consideration by the Board.

ARTICLE 16 - REALLOCATION OF POSITIONS

- 16.1 Requests for review of a position may be made by an employee, or his/her representative, or the employee's supervisor.
- 16.2 All requests for position review or reallocation must be submitted in writing to the Office of Staff Personnel Services. The Personnel Officer or his/her designee will investigate the position and issue a written response within thirty (30) days of receipt of the request; however, this may be extended thirty (30) days with notification of the employee.
- 16.3 Position reallocation shall be conducted in accord with WAC 251-06-050 through -080 of the HEPB rules.
- 16.4 Reallocations which are approved on the basis of actual work performed by the employee shall be retroactive to the date of the request.

ARTICLE 17 - SALARY SURVEY

- 17.1 Prior to the formation of suggestions and policy on salary survey results, the Employer shall make reasonable effort to discuss them with the Union for the purpose of attempting to make a joint statement to the Higher Education Personnel Board, if agreement can be reached.
- 17.2 The Union shall make a reasonable effort to notify the Employer of any intention to challenge the Employer's salary recommendation, in order to discuss the reasons for such challenge prior to consideration by the Board.

ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.1 Definition. A grievance, within the meaning of this Agreement, shall be defined as any alleged misapplication or misinterpretation of the terms of this Agreement, the Higher Education Personnel Law, the Higher Education Personnel Board Rules, and the Employer's written personnel rules, policies, or practices.
- 18.2 Employee Grievance and Appeal Rights. Any employee who believes he/she has been aggrieved may personally seek relief from that condition by filing a grievance, irrespective of any supervisor's opinion of the

grievance's validity. In the presentation of grievances the employees shall be safe from restraint, interference, discrimination or reprisal.

- 145
- 18.3 Notwithstanding Higher Education Personnel Board Rules involving appeal rights of classified employees as defined in WAC 251-12 and WAC 256-16, this grievance procedure provided below shall be available to all employees covered by this Agreement provided that grievances involving dismissal, suspension, demotion, or abandonment shall be submitted to the level of supervision having authority to act. Use of the grievance procedure in disciplinary action shall not void the responsibility or right of these employees covered by the Higher Education Personnel Law to appeal to the Higher Education Personnel Board in a timely manner.
- 18.4 Employee Personnel File. The employee and/or his/her representative may examine the employee's official personnel file located in the Library Personnel Office, upon written request by the employee to the Director of Libraries. The Director or his/her designee may remove any documents in an employee's file which were obtained through assurances of confidentiality to a third party at the time of original appointment. However, the employee or representative shall have access to any such information in the file to be utilized in any manner in the grievance procedure.
- 18.5 Employee Representation. The Union, as exclusive representative of bargaining unit employees, is the responsible representative of said employees in grievance matters. However, an employee may be self-represented or select a representative outside the Union membership, but the Union shall not be held liable for the results or costs of such outside representation. The Union shall be considered an interested party to the proceedings in the event it is not requested to represent the employee in conformity with WAC 251-14-040(6).
- 18.6 Time Limitations. An extension of the time limitations, as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the employee to comply with the time limitations without a request for time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall establish the right of the employee to proceed to the next step of the grievance procedure.
- 18.7 Exclusive Procedure. The grievance procedure provided herein shall be used exclusively by the Employer and the employees in this bargaining unit, and shall supersede any other grievance procedure, but shall not preclude the right of appeal to the Higher Education Personnel Board as provided in the appropriate rules.
- 18.8 Meetings. Meetings and discussions on the grievance held in connection with this grievance procedure shall normally be held during the University's regular business hours, and no deduction in pay status shall be made for the grievant for reasonable time spent in such meetings or discussions during the employee's scheduled duty hours.

- 18.9 Grievance Withdrawal. A grievance may be withdrawn at any time by mutual agreement, in writing, or both parties and, if withdrawn, shall not be resubmitted.
- 18.10 Steps of Grievance Procedure. All grievances shall be processed in accordance with the following procedure:
- 18.11 Step One: Presentation. As soon as possible after the occurrence of a situation, condition or action which caused the grievance, the employee(s) affected and/or the union steward or union representative shall present the grievance to the employee's immediate supervisor for resolution. The Library Administrator for personnel matters will be informed of the grievance during this step and may be called upon to provide assistance in resolving the grievance at the immediate supervisor level. In the event a given grievance is directed against the employee's immediate supervisor, said grievance may be presented to the next higher level of supervision.
- 18.12 Step Two. If a satisfactory settlement is not reached within ten (10) calendar days following the date of presentation to supervision in Step 1, and the employee wishes to pursue the matter further, said grievance shall be presented to the next level of supervision, or to the next appropriate level of management, within ten (10) calendar days after the decision from Step 1. The Library Administrator for personnel matters will be informed of the grievance during this step and may be called upon to provide assistance in resolving the grievance at the immediate supervisor level. This step may be eliminated if an Associate or Assistant Director is the next level of management. The parties shall attempt to resolve the grievance within ten (10) calendar days.
- 18.13 Step Three: Written Supervisory Review. If a satisfactory settlement is not reached within ten (10) calendar days following the date of presentation to supervision in Step 2, and the employee wishes to pursue the matter further, said grievance shall be put into writing on the authorized grievance form and referred to the Library Administrator for personnel matters within ten (10) calendar days after the decision from Step 2 with a copy sent to the Office of Labor Relations. The Library Administrator for personnel matters will meet with the employee(s), the shop steward or union representative, the employee's appropriate Associate or Assistant Director and others as appropriate. The parties shall attempt to resolve the grievance within ten (10) calendar days following the date of the written submittal.
- 18.14 Step Four: Review by Director of Libraries. If a satisfactory settlement is not reached within the required time period above, the employee and/or his/her representative may submit said written grievance to the Director of Libraries. The Director of Libraries will attempt to resolve said grievance in consultation with the Director of Staff Personnel or his designee and the Director of Labor Relations or his designee. If a satisfactory settlement is not reached within fifteen (15) calendar days, the grievance will proceed to the fifth step.

18.15 Step Five: Mediation/Arbitration. In the event of an unsatisfactory resolution in Step 4 within the required time period, the written grievance may then be submitted, within ten (10) calendar days after the Step 4 decision, to the Director of the Higher Education Personnel Board or his designee, for mediation. If mediation fails to resolve the grievance within a reasonable time, the grievance, unless withdrawn by the grievant, shall proceed to arbitration by the Higher Education Personnel Board. The arbitration shall be conducted in accordance with applicable Board rules.

18.16 The scope of the Board's decision shall not extend beyond a judgment as to the proper interpretation or application of the terms of this Agreement, the Rules of the Higher Education Personnel Board, or the Employer's written personnel rules, policies, or practices whichever would be applicable in a given case.

ARTICLE 19 - SUBORDINATION OF AGREEMENT AND SAVING CLAUSE

19.1 It is understood, in accordance with WAC 251-14-060(5), that any provisions of this Agreement shall not prevail if in conflict with the Higher Education Personnel Board Rules, the Higher Education Personnel Law or other applicable law.

19.2 Any provision of this Agreement which may be adjudged to be unlawful or invalid by the Higher Education Personnel Board or by a court of law shall thereafter become null and void, but all other provisions of this Agreement shall continue in full force and effect.

19.3 Upon request from either party, the Union and Employer negotiating committees shall commence negotiations within thirty (30) days for the purpose of coming to agreement on a substitute provision for that which was declared unlawful or invalid.

ARTICLE 20 - DURATION OF THIS AGREEMENT

20.1 This Agreement shall become effective on November 18, 1977, and shall remain in full force and effect until November 18, 1980. Nothing in this Agreement shall be construed to limit or reduce the rights and privileges of the parties except where specifically modified herein. Automatic renewal shall extend the terms of this Agreement for one year at a time (in accordance with WAC 251-14-060(4) of the Higher Education Personnel Board's Collective Bargaining Rules) unless either party serves the other with written notice, at least ninety (90) calendar days prior to the anniversary date, of its intent to negotiate a new Agreement. Should such notice be served, bargaining shall commence within thirty (30) days following the date of the notice for the purpose of negotiating a new Agreement.

Executed this date November 18, 1977 for and on behalf of:

JARD OF REGENTS OF THE
UNIVERSITY OF WASHINGTON

/s/
R. Mort Frayn
President

/s/
Barbara J. Zimmerman
Secretary

WASHINGTON FEDERATION OF
STATE EMPLOYEES, COUNCIL #28

/s/
George D. Masten
Executive Director

/s/
C. R. Gittings
Director of Negotiations

/s/
Tom Bartlett
Area Representative

LIBRARY UNIT NEGOTIATING COMMITTEE

/s/
Shirley Albertson

/s/
Kathleen Jermann

/s/
Fawzi Khoury

Approved as to form
this 14th day of November, 1977

/s/
John Wasberg
Assistant Attorney General
State of Washington

bargaining unit includes Library Bargaining Unit classified employees involved in the operation of the University of Washington libraries assigned to the following classes:

2210 Office Assistant I
2211 Office Assistant II
2212 Office Assistant III
2220 Office Assistant I - Typing
2221 Office Assistant II - Typing
2222 Office Assistant III - Typing
2242 Secretary I
2243 Secretary II
2244 Secretary III
2255 Program Assistant I
2256 Program Assistant II
2263 Magnetic Card/Tape Typist I
2264 Magnetic Card/Tape Typist II
3050 Accounting Assistant I
3051 Accounting Assistant II
4310 Library Specialist I
4311 Library Specialist II
4315 Library Associate (non-supervisory)
4325 Library Technician I
4326 Library Technician II
4327 Library Technician III
4359 Library Collections Supervisor A
4365 Library Catalog Technician
4370 Book Mender I
4371 Book Mender II
4374 Book Restorer I

cluding supervisory and all other classes employed in the libraries.

Chapter 251-09 WAC HOURS OF WORK, PREMIUM PAY

WAC	
251-09-010	Hours of work—General
251-09-020	Work period designations
251-09-025	Schedule changes
251-09-030	Overtime
251-09-035	Holiday premium pay
251-09-040	Shift differential
251-09-045	Call back pay
251-09-070	Multilingual/sign language/braille premium pay
251-09-080	Standby pay
251-09-090	Special premium pay
251-09-100	Hazardous conditions pay
251-09-110	Rest periods

WAC 251-09-010 Hours of work—General.

(1) Hours of work for classified employees of the higher education institutions are to be established by the employing official.

(2) Nothing in these rules shall preclude the assignment of overtime outside of normally scheduled shifts. Overtime worked is compensated per WAC 251-09-030. [Order 62, § 251-09-010, filed 8/30/77, effective 10/1/77.]

WAC 251-09-020 Work period designations.

Each position will be assigned by the personnel officer to one of the work period designations identified below, and employees will be informed of their eligibility for overtime compensation.

(1) SCHEDULED WORK PERIODS, within which there are two work schedules:

(a) Regular Work Schedule. The regular work schedule for full time classified employees shall consist of five consecutive and uniformly scheduled eight hour days in seven day period. Uniformly scheduled means a daily repetition of the same working hours and a weekly repetition of the same working days.

(b) Alternate Work Schedule. Operational necessity or employee convenience may require positions that are normally designated regular work schedule to work an alternate forty hour work schedule (other than five uniform and consecutive eight hour days in a seven day period), or as provided by the Washington State Minimum Wage Law in conjunction with the federal law which provides for an eighty hour workweek in a fourteen day period for hospital personnel. Alternate work schedules shall be made available upon request of the director.

(2) NONSCHEDULED WORK PERIOD. The nonscheduled work period designation applies to those positions for which the hours cannot be scheduled but which work a forty hour week and do not meet any of the other work period designations. The personnel officer shall designate positions as nonscheduled in accordance with the institution's procedure approved by the director.

(October 1, 1977)

(3) EXCEPTED WORK PERIOD. The excepted work period designation applies to classes and positions which meet the NEPB definitions of executive, administrative, or professional employees and are assigned to salary ranges forty-five and above. Qualifying classes will be approved by the director. Each personnel officer will be responsible for determining the positions designated "excepted" at his/her institution. The personnel officer will develop a procedure for verifying "excepted" positions which will be available for review by the director. [Order 62, § 251-09-020, filed 8/30/77, effective 10/1/77.]

WAC 251-09-025 Schedule changes.

Changes to a scheduled work period employee's assigned hours may be made under the following condition(s):

(1) For temporary changes of work hours within the assigned week:

(a) By providing two calendar days notice to the employee. (The day notification is given constitutes a day of notice); or

(b) Because of emergency conditions; or

(c) When the change is requested by the employee and approved by the employing official; or

(d) For operational convenience (instances where the conditions above do not exist), in which case the employee shall have the right to work his/her regularly assigned schedule in addition to the modified schedule (in accordance with the provisions of WAC 251-09-030) unless:

(i) there is no work; or

(ii) there is a safety hazard to the employee or others; or

(iii) the resulting total hours worked would exceed one and one-half of the employees regular shift.

(2) For changes in work hours or shift extending beyond seven calendar days for an indefinite period:

(a) By providing seven calendar days notice to the employee. (The day notification is given constitutes a day of notice); or

(b) Because of emergency conditions; or

(c) When the change is requested by the employee and approved by the employing official; or

(d) For operational convenience (instances where the conditions above do not exist), in which case the employee shall be paid premium pay (at time and one-half) for each hour outside of the regular shift (pro rata for part time employees) for a maximum of seven calendar days from the date of the notice of the schedule change.

(Kb 251-09 WAC -p 1)

(3) Overtime worked shall be computed on the employee's base rate plus shift premium where applicable [Order 62, § 251-09-025, filed 8/30/77, effective 10/1/77.]

WAC 251-09-030 Overtime.

(1) The following conditions constitute overtime:
(a) Work in excess of the daily work shift for fulltime employees assigned to scheduled work period positions.

(b) Work in excess of forty hours in one workweek for employees assigned to scheduled or nonscheduled work period positions, or work in excess of eighty hours in a fourteen day period for hospital personnel assigned to a fourteen day schedule.

(2) Overtime worked by employees assigned to scheduled or nonscheduled work period positions shall be compensated at a rate of one and one half times the employee's straight time hourly rate including shift differential for all overtime worked as provided in subsection (1) above.

(3) Employees assigned to scheduled or nonscheduled work period positions shall receive monetary payment as compensation for overtime worked; however, at the employee's request compensatory time off at one and one-half times the overtime hours worked may be granted in lieu of monetary payment, except that agricultural employees shall receive compensatory time off or monetary payment at the option of the institution.

(4) Use of accrued compensatory time shall be approved by the employing official with consideration being given to the work requirements of the department and the wishes of the employee. Compensatory time off may be scheduled by the employing official during the final sixty days of a biennium.

(5) Employees assigned to excepted work period positions normally do not qualify for overtime. Under circumstances in which the employee is directed to work an excessive amount of overtime, the personnel officer may authorize additional compensation in cash or compensatory time off not to exceed one and one-half times the employee's regular rate. The employee may petition the personnel officer for compensation of the directed overtime.

(6) For purposes of computing overtime compensation, leave with pay during the employee's regular work schedule shall be considered as time worked. [Order 62, § 251-09-030, filed 8/30/77, effective 10/1/77.]

WAC 251-09-035 Holiday premium pay.

(1) Employees assigned to scheduled or nonscheduled work period positions qualify for holiday premium pay under the following conditions:

(a) When full time employees work on a designated holiday, they shall receive their regular eight hours of pay plus premium pay at time and one-half for all hours worked on such holiday. Compensatory time off may be granted by the institution in lieu of monetary payment.

(b) When classified employees working less than a full time schedule work on a designated holiday, they shall

receive their regular holiday pay on the same pro rata basis that their monthly schedule bears to a full time schedule, plus premium pay at time and one-half for all hours worked on such holiday. Compensatory time off may be granted by the institution in lieu of monetary payment.

(2) Classified employees occupying excepted work period positions normally do not qualify for holiday premium pay. [Order 62, § 251-09-035, filed 8/30/77, effective 10/1/77.]

WAC 251-09-040 Shift differential.

(1) Shift differential for employees assigned to an afternoon shift in which the majority of time worked, daily or weekly, is between 5:00 p.m. and 12:00 midnight shall be:

(a) \$ 18 per hour or \$31.00 per month;
(b) Registered nurses \$ 24 per hour or \$42.00 per month.

(2) Shift differential for employees assigned to a night shift in which the majority of time worked, daily or weekly, is between 12:00 midnight and 7:00 a.m. shall be:

(a) \$ 22 per hour or \$38.00 per month;
(b) Registered nurses \$ 22 per hour or \$38.00 per month.

(3) Shift differential shall be paid for the entire daily or weekly shift which qualifies under subsection (1) or (2) above. Shift differential may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.

(4) An employee assigned to a shift that qualifies for shift differential pay shall receive the shift differential for authorized periods of paid leave.

(5) When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, he/she shall continue to receive the shift differential during temporary assignment, not to exceed five working days, to a shift that does not qualify for shift differential.

(6) Shift differential shall not apply to police officers where salaries are correlated with a rotating shift in accordance with local prevailing rate practice. [Order 62, § 251-09-040, filed 8/30/77, effective 10/1/77.]

WAC 251-09-060 Call back pay.

When a scheduled work period employee has left the institution grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations which could not be anticipated, he/she shall receive two hours bonus pay plus time actually worked. The bonus pay shall be compensated at the regular time time worked shall be compensated at time and one-half. Time worked immediately preceding the regular shift does not constitute call back, provided time worked does not exceed two hours or notice of at least eight hours has been given. An employee on standby status called to return to the work station does not qualify for call back pay. [Order 62, § 251-09-060, filed 8/30/77, effective 10/1/77.]

Hours of Work, Premium pay

WAC 251-09-070 Multilingual/sign language-/braille premium pay.

Whenever a classified position has a bona fide requirement for regular use of competent skills in more than one language, and/or sign language (AMESLAN), and/or braille, as identified by the director, the personnel officer shall authorize premium pay of two steps above the level normally assigned for that position, except for those instances where the position is allocated to a class that specifies these skills. [Order 62, § 251-09-070, filed 8/30/77, effective 10/1/77.]

WAC 251-09-080 Standby pay.

Compensation for a scheduled or nonscheduled work period employee required to restrict off-duty activities to be available for duty will be approved by the higher education personnel board and will be included in the individual institution compensation plan. [Order 62, § 251-09-080, filed 8/30/77, effective 10/1/77.]

WAC 251-09-090 Special premium pay.

The board may approve special premium pay required by the employer due to unique working conditions, as may be requested by the personnel officer of an institution. [Order 62, § 251-09-090, filed 8/30/77, effective 10/1/77.]

WAC 251-09-100 Hazardous conditions pay.

The board may approve special pay provisions to the institution compensation plan to reflect hazardous/dangerous working conditions when:

(1) such conditions are not normally expected of those positions assigned to the respective classes; and

(2) such provisions are found to be in accordance with prevailing practices in the industry and/or local community in which the institution is located. [Order 62, § 251-09-100, filed 8/30/77, effective 10/1/77.]

WAC 251-09-110 Rest periods.

Employees shall receive not less than a ten minute rest period for each four hours of work. Each eight hour shift shall include two rest periods, even though the shift is unequally divided. [Order 62, § 251-09-110, filed 8/30/77, effective 10/1/77.]

Selective Bibliography on Unions in Academic Libraries

- Angell, George W., et.al, Handbook of Faculty Bargaining: Asserting Administrative Leadership for Institutional Progress by Preparing for Bargaining, Negotiating, and Administering Contracts, and Improving the Bargaining Process, S.F., Jossey-Bass Publishers, 1977.
- American Library Association. T.I.P. Kit #1: Unionization and Collective Bargaining. Chicago, Office for Library Personnel Resources, ALA, 1982.
- Bentley, Stella, "Collective Bargaining and Faculty Status," Journal of Academic Librarianship 4:75-81 (1978).
- Biblarz, Dora, et.al, "Professional Associations and Unions: Future Impact of Today's Decisions," College and Research Libraries 36:121-128 (March 1975).
- Carmack, Bob and Olsgaard, John N., "Collective Bargaining among Academic Librarians: A survey of ACRL Members," College and Research Libraries 43:140-145 (April 1982).
- Chaplan, Margaret and Maxey, Charles, "The Scope of Faculty Bargaining: Implications for Academic Librarians," Library Quarterly 46:231-247 (July 1976).
- Collective bargaining in higher education: its implications for governance and faculty status for librarians. Proceedings of a pre-conference institute sponsored by Academic Status Committee, Association of College and Research Libraries at San Francisco, June 27 and 28, 1975. Edited by Millicent D. Abell. Chicago: American Library Association, 1976.
- Cottam, Keith, "Unionization is Not Inevitable: A Plea for More Vigorous Professional Associations," Library Journal 93:4105-4106 (November 1, 1968).
- DeGennaro, Richard, "Participative Management or Unionization," College and Research Libraries 33:173-174 (May 1972).
- Gotwals, Joan I., Impact of Unions on Library Management: A Report by Joan I. Gotwals to the Council on Library Resources on Fellowship Project, October 1971-March 1972, Philadelphia, Pa., University of Pennsylvania, January 1973, 31p.
- Lynden, Frederick C. and Fark, Ronald, "Management Lessons from Negotiations with Support Staff," Options for the Eighties: Proceedings of the Second National Conference of the Association of College and Research Libraries, October 1-4, 1981, Minneapolis, Minnesota, Greenwich, Conn., JAI Press, 1982, pp. 89-98.
- Mika, Joseph J., Patterns of Collective Bargaining: An Investigation into the Development and Consequences of Faculty Collective Bargaining Unit Certification and Contract Negotiations of Professional Librarians in Academic Institutions in Pennsylvania, DLS Dissertation, School of Library Service, University of Pittsburgh, 1980.
- O'Reilly, Robert C. and Marjorie I., Librarians and Labor Relations, Employment under Union Contracts, Westport, Conn., Greenwood Press, 1981.

Peace, Nancy, Attitudes of Professional Librarians in Selective Research Libraries Toward Collective Bargaining, DLS Dissertation, School of Library Service, Columbia University, 1981.

"Review of Collective Bargaining Activities in Academic and Research Libraries," ARL Management Supplement, Vol. 1, no. 3, June 1973, 4p.

Schlacter, Gail Ann, Professional Librarians' Attitudes Toward Professional and Employee Associations as Revealed by Academic Librarians in Seven Midwestern States, PhD Dissertation, University of Minnesota, 1970.

Schlipf, Frederick, ed., Collective Bargaining in Libraries, Allerton Park Institute, No. 20, Urbana-Champaign, Illinois, University of Illinois, 1975.

Schmidt, C. James, "Collective Bargaining", College and Research Library News 40:268 (October 1979).

Weatherford, John W., Collective Bargaining and the Academic Librarian, Metuchen, N.J., Scarecrow, 1976.

Weatherford, John W., "Collective Bargaining and the Academic Librarian, 1976-1979," Library Journal 105: 481-482 (February 15, 1980).